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LONDON, MARCH 26, 1910.

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All letters intended for publication must be authenticated by the name of the writer.

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Current Topics.

New Trustee Stock.

THERE WILL be found elsewhere a notice stating, in effect, that Ceylon Government 3½ per cent. Inscribed Stock (1934-1959) has been placed among the trust investments authorized by the Trustee Act, 1893, subject to the restrictions contained in section 2 (2) of that Act.

The Late Mr. Addison.

WE NOTICE elsewhere the career and characteristics of Mr. JOSEPH ADDISON, whose death on Sunday last has caused widespread regret; but we should add here an acknowledgment of the indebtedness of ourselves and our readers to his clever and facile pen. For a great many years he was accustomed occasionally to expound in our columns his views on topics of current interest to the profession, and his logical reasoning and power of clear expression have seldom been surpassed.

The King's Bench Division.

THE KING'S Bench Division has ended its sittings—as everyone expected would be the case—with a very serious arrear of actions for trial. A writer in the *Daily Telegraph*, who appears to have had access to the lists, states that there remained undetalt with on Monday last 200 special jury, 200 common jury, and fifty non-jury actions; that whereas there were eleven weeks ago sixty-two actions for libel entered, there remain at the present moment untried within ten of that number; that now actions are being entered every day, and that when the Easter sittings begin, on the 5th of April, the position will have become enormously aggravated. It is added that at present a period of about seven months elapses between the setting down for trial and actual trial in jury cases. Meantime the Bill for the appointment of the additional judges, after being rushed through the House of Lords, was only read a second time in the House of Commons on Tuesday.

The Divorce Commission.

THE EVIDENCE given this week before the Royal Commission on Divorce on behalf of various provincial law societies was strongly in favour of granting jurisdiction in divorce either to local courts or to the High Court on circuit. Sir WILLIAM COBBETT, who represented the Manchester Incorporated Law Association, favoured the granting of the jurisdiction to judges of the High Court on circuit, and if this were not practicable, he

would give it to the county court. Mr. ARTHUR WILLEY, for the Incorporated Leeds Law Society, put the county court in the first place, and only if this were ruled out would he give the jurisdiction to either matrimonial judges or ordinary judges on circuit. Mr. J. E. WING, for the Sheffield District Law Society, spoke emphatically in favour of the county court, though he would restrict the jurisdiction to cases where the husband's means are under £500 in capital, or £250 in annual value. Mr. G. A. SOLLY, the vice-president of the Incorporated Law Society of Liverpool, introduced a new suggestion for limitation of county court jurisdiction by proposing that it should not include power to give damages against a co-respondent; and Mr. PHILIP BAKER, on behalf of the Birmingham Law Society, was also in favour of giving to the county court jurisdiction in divorce. This last witness regarded the publication of reports of divorce cases as in the nature of a punishment to the guilty parties, and would retain it, save so far as the judge directed details to be suppressed. Most of the witnesses, however, were in favour of the suppression of all details, and the publication only of the parties and the result. The ordinary cost of undefended divorce cases under the present system was put at about £50 or £60, an amount which in most cases meant a denial of the chance of divorce which the law purports to give. Upon the whole, it would seem that those who know most of the actual position of the county court are strongly in favour of making it the means of abolishing in this respect the distinction between rich and poor.

Notice to Pay Off Mortgage.

A CORRESPONDENT, whose letter we print elsewhere, raises a question as to interest payable on repayment of mortgage money which may sometimes cause difficulty in practice. The rule as to payment off by the mortgagor on his own initiative is well known. He must give six months' notice, or must pay six months' interest in lieu of notice. The rule was adopted in order to give the mortgagee time to find another security for his money. But when the mortgagee calls in the money he is not entitled to six months' notice from the mortgagor, nor, if he makes a demand for immediate payment, to any notice; and after such demand the mortgagor is entitled to redeem on payment of the mortgage money, interest to date, and costs. This rule is clearly established in cases where the mortgagee has taken proceedings for realizing his security: see *Letts v. Hutchins* (L. R. 13 Eq. 176); and in *Smith v. Smith* (1891, 3 Ch. 550), ROMER, J., referred to it in terms which equally covered the case where the mortgagee has demanded payment. The rule was also discussed in *Bozell v. Endle* (1896, 1 Ch. 648), where KEKEWICH, J., held that going into possession was a demand for payment so as to disentitle the mortgagee from claiming interest beyond the day when the mortgagor tendered the money. But where the notice calling in the money does not demand immediate payment, but fixes a day three months after the notice, then the rule in question does not seem to apply until the three months have elapsed, and the mortgagor paying the money before that time would have to pay interest not only up to the day of payment, but also for the unexpired part of the three months. Thus, in the case put by our correspondent, the mortgagor would pay interest up to the 1st of April. It was held in *Backer v. Illingworth* (1908, 2 Ch. 20) that notice to pay at the end of three months was effectual to make the power of sale exercisable on default in payment at the end of the three months, so that the mortgagee, by framing his notice in this form, does not postpone his power of sale.

Confession Obtained by Deception.

THE AMERICAN case of *New York v. Scott* (195 N. Y. 224) relates to the admissibility of a confession which the prisoner was induced to make in consequence of a deception practised upon him. The English cases relating to confessions obtained by artifice or deception are not numerous. It has indeed been held that where the prisoner after committal made a confession to another prisoner (who was called as a witness), who took his oath not to mention what he was told, the oath was not binding, and the communication must be revealed—a decision

which was followed in another case on the ground that there was nothing in the inducement held out to the prisoner which was calculated to make his confession untrue. But the subject does not appear to have been examined by the Court for Crown Cases Reserved. In the American case a search had been commenced for the body of a person who had disappeared, having been last seen with the prisoner; and one of those engaged in the search promised the prisoner, who was in custody, that if he would guide him and the officers of justice to the place where the body could be found, he would aid him in making his escape. The prisoner thereupon guided them to the place where the body lay, but was detained and brought to trial. It was objected that his confessions were induced by the promise of freedom and were not admissible in evidence. But the court held that the confessions were properly admitted, saying that they were not called upon to discuss the morality of the deception which was practised upon the defendant, and that confessions induced by the use of decoy letters; by the false assertions that some of the accomplices of the prisoner were in custody; or made to a detective disguised as a confederate; or upon the promise that they would not be disclosed, had been received in court with the sanction of courts of high authority. These cases would probably be followed in this country, but it is in the highest degree unlikely that some of the deceptions would be sanctioned by those in charge of a suspected person.

Action against Insurance Company for Inserting Name of Plaintiff in List of Persons Not Insurable.

A RECENT case in the Court of Session (*Mackenzie v. Iron Trades Employers' Insurance Association* (1910, S. C. 79) is intimately connected with questions bearing on the relations of employers and workmen. The plaintiff, a workman, brought an action against the defendants, an insurance company, who undertook the insurance of employers against risks under the Workmen's Compensation Act. He averred that the company were in the habit of issuing to insurers lists of workmen "whom they insist shall not be employed by the said parties"; that they had unwarrantably placed his name on these lists, and that, in consequence thereof, he had on two occasions been dismissed from his employment, and on a third occasion had been refused employment after having been engaged. The plaintiff had, in fact, been injured, and received compensation from his employer under the Workmen's Compensation Act, and the compensation which he received was recovered from the defendants, the insurance company. And he alleged that the defendants illegally and without justification included his name in the lists of uninsurable persons issued by them as aforesaid, and thereby brought about his dismissal and non-employment. This action was obviously an experiment, and no one will be surprised to hear that the court held that the averments disclosed no actionable wrong. In the words of the Lord Ordinary, the fallacy at the root of the plaintiff's case lay in the contention that any interference with what was termed a man's right to work constituted an actionable wrong. This was not the law. If it were, it is difficult to see how there could be free competition in business. The Lord President, in giving judgment in the Court of Session, points out that the action was not one of slander. What the defendants did was to issue lists containing the names of persons whose insurance the defendants declined to undertake. They were entitled to decline the insurance of certain specified persons. That was part of their freedom in conducting their own trade. Lord JOHNSTON adds: "The refusal to insure a man's life may, if the fact gets abroad, affect his position with his employers. The refusal to insure a man's warehouse against fire may, if it gets abroad, affect his custom; yet neither would have an action of damages against the insurance company who refused the risk." The plaintiff failed in establishing a necessary sequence between the insertion of his name in the list and the refusal to employ him. But although the refusal to insure a particular class of workmen may give them no cause of action, it may, we think, indirectly diminish their chances of employment, with the result that, as far as this class is concerned, the act is really an evil in disguise.

The Constitution of Finland.

THE *Times* of March 21st contains a remarkable document relating to the constitutional difficulty between Russia and Finland. This document is a considered statement of the opinions of ten "international jurists"—*Anglice*, "lawyers of authority on questions of international law"—who have recently held a conference in London upon the subject of the action of Russia in relation to Finland. The main document is a statement consisting of recitals and conclusions, signed by nine of these lawyers, and appended is an independent opinion given by Sir EDWARD FRY. Of the nine, two only are Englishmen—Professor WESTLAKE and Sir FREDERICK POLLOCK. The most noteworthy of the recitals are the following: "Noting that on both sides Finlanders and Russians affirm that the question is not, as one might believe, a political, but a juridical problem; appreciating the admirable sentence of M. STOLYPIN, that in Russia 'might cannot go before right'; holding that questions, even political ones, which can be formulated juridically are, when so formulated, very near to a solution"—then follow seven numbered "conclusions" setting out what is conceived to be the legal position of Finland under international law. Nos. 1 and 3 of these conclusions are as follows: "(1) The rights of Finland in respect to her constitution are not a figment of Finnish 'imagination,' but an historical reality; they do not form a 'dogma,' in which Finlanders believe without being able to offer proof, but a juridical truth scientifically demonstrated." "(3) . . . Finland . . . did not enter into the Russian Empire as a conquered province, precariously endowed with temporary privileges, but as an autonomous organism, united by free agreement to a Sovereign State, which on account of this agreement is obliged to respect this autonomy." Sir EDWARD FRY'S opinion is couched in less gorgeous language, and after reviewing very briefly the various decrees, proclamations, &c., from 1809, he thus states his conclusion: "My conclusion, therefore, is that from a juridical point of view the people of Finland are entitled to maintain their right to a constitution of which they could only be deprived by their own consent." If Russia is persuaded by this pronouncement to think and act "juridically" instead of "politically," it will be a marvellous triumph of international right over national might. But how if Russia simply contents herself with alleging that she is acting juridically, and yet refuses to grant the Finlanders' demands? In other words, suppose Russia takes up the position of being unconvinced by the legal arguments? She is not likely to submit the matter to arbitration.

Trade-marks and Territorial Law.

THE HOUSE of Lords has now affirmed the decision of the Court of Appeal in the Chartreuse case (*Lecouturier v. Rey*, reported elsewhere; reported below in 1908, 2 Ch. 715 as *Rey v. Lecouturier*). As has happened in other cases recently, the grounds of the House of Lords' decision are not precisely the same as those of the Court of Appeal's decision. In this particular case the *ratio decidendi* in the House of Lords is simpler, broader, and of more general interest in laying greater stress on the international aspect of the question. The appellant LECOUTURIER was the French official liquidator in whom the property of the Carthusian monks was vested under the Law of Associations of 1901. The famous liqueur chartreuse had been manufactured by the monks at the monastery of La Grande Chartreuse, and the respondent REY had been registered in England as the owner of the trade-mark, he being in fact merely the "procurator," or agent, of the monks. On becoming liquidator, LECOUTURIER by some means succeeded in getting the trade-marks on the register in England transferred to him, alleging that he was entitled as the representative of REY. The respondents then took the proceedings which resulted in the present appeal, to have the last entry on the trade-mark register expunged, and to restrain the appellants from using "Chartreuse" as their trade-mark. Unsuccessful efforts had been made by LECOUTURIER in France to get some expression of opinion from the French courts to the effect that the property vested in the liquidator included the rights under the English trade-marks. The broad ground of the decision now

given was that the French proceedings for vesting the monks' property in the liquidator had no extra-territorial effect. Lord MACNAGHTEN said: "To me it seems perfectly plain that, by the very nature of things, a law of a foreign country, and a sale by a foreign court under that law, cannot affect property not within the reach of the foreign law or within the jurisdiction of the foreign court charged with its administration. But it is certainly satisfactory to learn from the evidence of experts in French law that the Law of Associations is a penal law—a law of police and order—and is not considered to have any extra-territorial effect." Lord SHAW delivered a lengthy judgment, pointing out that the French legislation and decrees shewed no intention of affecting property outside France. Finally, the Lord Chancellor in a few words summed up the situation by saying that the property in question "is property situated in England and must be regulated and disposed of in accordance with the law of England. I am glad to think that in so holding we are not affirming anything inconsistent with the decision of the French courts, to which, at all times, we desire to pay the most becoming respect." This important decision appears to be the first upon the subject of trade-marks where a question of conflict of laws was seriously raised, and must be taken to have laid down the rule that the law applicable to trade-marks registered in England is English law. A trade-mark has considerable analogy to a patent and is usually classed as incorporeal personal property. Each consists in a right to exclude other persons from doing certain things: see *Steers v. Rogers* (1893, A. C., at p. 235); *Davenport v. Rylands* (L. R. 1 Eq., at p. 308). It has been laid down, in an Australian case, with respect to the monopoly conferred by a grant of patent rights, that it is strictly territorial and "in this respect it partakes of the nature of an immoveable as distinguished from a moveable . . . As the right is the creation of the State, the title to it must devolve, as in the case of land, according to the laws imposed by the State": *Potter v. Broken Hill Co.* (3 Commonw. L. R. 479). This description appears to be equally applicable to the monopoly conferred by a registered trade-mark, and the recent decision in *Lecouturier v. Rey* seems to justify the description being applied to trade-marks as well as to patents. Whether this be so or not, the decision of the House of Lords definitely removes trade-marks as a species of personal property from the operation of the maxim *mobilia sequuntur personam*, so that the law of the owner's domicile will not necessarily apply solely on the ground that a trade-mark is personality.

Costs in Debenture-holders' Actions.

AT FIRST sight it seems to be an anomaly that a plaintiff in a debenture-holders' action should be allowed costs on a different footing according as the funds realized are or are not sufficient to pay the debenture-holders in full; but the distinction is well established, and it has been acted on recently in the case of *Williams v. Bristol Collieries Co. (Limited)* (reported elsewhere) which originated in the Bristol District Registry. The ground of the distinction is that where the debenture-holders are not paid in full there are no other parties to be considered, and hence the debenture-holder who has incurred expense on behalf of the class is entitled to be indemnified before the class reap the benefit. Consequently he is allowed solicitor and client costs. If, however, there is a surplus for other persons interested, then the plaintiff debenture-holder loses this advantage, since he is not entitled to be paid at the expense of persons who are not debenture-holders: see *Re New Zealand Muckland Railway Co.* (45 SOLICITORS' JOURNAL, 519; W. N. 1901, p. 111), where the Court of Appeal allowed solicitor and client costs on the ground of insufficiency of assets to satisfy the debenture-holders, and reversed the decision of KEKEWICH, J. (W. N. 1901, p. 105). The present case of *Williams v. Bristol Collieries Co. (Limited)* is interesting both as another illustration of the same principle, and also because under the circumstances of the case the costs were ordered to be taxed in the Bristol District Registry. According to the rule laid down by CHITTY, J., in *Wilson v. Alltree* (27 Ch. D., p. 245) costs are to be taxed in London "except under special circumstances." In the present case all the substantial proceedings in the action had been taken in the District Registry, and this

appears to have been regarded as sufficient reason for ordering the costs to be taxed there.

British Elections.

AT THE hearing of a charge under the Public Meeting Act before the police magistrate for Clerkenwell, the defendant was accused of acting in a disorderly manner calculated to prevent the transaction of business at a meeting in support of the election of a candidate for the London County Council. The magistrate referred to the new Act as a very valuable one, but said that it was very hard in a case of the kind before him to say who was the most culpable. The mode in which British elections are conducted is no doubt far more decorous than in the days before the Ballot Act, as described by HOGARTH, the painter, and CHARLES DICKENS, the novelist. But we still hear of outbursts of rowdism; of meetings broken up; of heads broken, and speakers howled down and pelted, and there may be some ground for the statement, which we have read in a recent article in the *North American Review*, that a degree of violence that Americans would not tolerate for a moment in a Presidential Election is so inseparable from the business of political discussion in Great Britain as to be accepted as a matter of course. A salutary reform with regard to this incident of British elections must be looked for from the influence of public opinion, but a vigorous enforcement of the new law relating to public meetings cannot but be beneficial.

What is a "Sale" of Land?

MOST lawyers would assent to a statement made by BUCKLEY, J. (as he then was), in *Rosenbaum v. Belson* (1900, 2 Ch., at p. 271), with respect to the meaning of a "sale" of land, if the question could be considered *in vacuo* as it were—which is seldom the case. BUCKLEY, J., said, in the passage referred to, that the "full meaning" of the word "sell" was "to conclude a binding agreement for sale." As a matter of fact, however, the word "sale," when applied to land, is, owing to the influence of contexts and surrounding circumstances, so ambiguous as to be almost useless by itself and in the absence of explanation. For "sale" may, according to the context of a document or the circumstances of a particular transaction, mean either a contract for sale merely, or a contract for sale followed by assurance of the property which is the subject of the contract. This ambiguity gives rise, where the word is employed in business documents, to litigation which might readily be avoided by greater precision, and in judicial utterances often leads to unnecessarily wide *dicta*, whilst it is the cause of considerable confusion in statements made by text-writers.

The recent case of *Skinner v. Andrews & Hall* (reported *ante*, p. 360) illustrates the ambiguous use of the word "sale" in a business document. The defendants were auctioneers in whose hands a house had been placed for sale by the plaintiff, the defendants' remuneration being on one scale if the property were "sold," and on another scale if "unsold." The property was put up to auction and knocked down to a bidder and a contract of sale was signed by the purchaser. This sale, however, was not completed on account of a difficulty in title. The defendants claimed the right to deduct from the deposit in their hands (the plaintiff having repaid the full amount of the deposit to the purchaser) their commission, on the footing of the property having been "sold." The plaintiff contended that "sold" meant sold and conveyed to the purchaser. The Court of Appeal held that "there was no ground for construing the word 'sale' as equivalent to completed sale," and that the defendants were entitled to their full commission for having "sold the property."

The difficulty in *Skinner v. Andrews & Hall* was created by a decision of the Court of Appeal in 1888, where it had been held that, under somewhat similar circumstances, auctioneers were not entitled to commission in respect of a sale that was not carried out to completion: see *Peacock v. Freeman* (4 Times L. R. 541). Lord ESHER is responsible for the following *dictum* in that case: "Land could only be said to be sold when the conveyance

was complete, not when there was a mere contract to sell." This is, of course, directly contradictory of the statement as to the meaning of "sale" made by BUCKLEY, L.J., in *Rosenbaum v. Belson* (*supra*), though the point of view in the two cases was not the same. It would be difficult to find any authority for Lord ESHER's *dictum* as expressed in these wide terms, though, of course, it must be admitted that in certain contexts and under certain circumstances "sale" may have the meaning attributed to it in *Peacock v. Freeman*, and so include the conveyance as well as the contract for sale.

There appears to be some confusion in the use of "sale" even in some passages of Mr. CYPRIAN WILLIAMS' usually accurate and admirable work on Vendor and Purchaser, so as to make it difficult to discover which meaning—"contract for sale" or "assurance of the property"—is to be given to the word. The opening words of Chapter I. are: "The subject of the present treatise is the sale of real estate and chattels real, or the formation and completion of contracts for the conveyance of land or other hereditaments in consideration of a price in money," and *Coats v. Commissioners of Inland Revenue* (1897, 1 Q. B., at p. 783) is cited. But the passage referred to is directed to the sale of goods only: "Now, 'sale' undoubtedly in our law generally imports the exchange of some commodity or some article of property for money, and it will be found so defined in Mr. BENJAMIN's book on Sale." Again, at p. 277 of Williams' *Vendor and Purchaser*: "It is important to note, with regard to the exercise of a trust for or power of sale, that the term 'sale' is, as a rule, taken in the strict sense of conveyance in consideration of a price paid in money," and *Payne v. Cork Co.* (1900, 1 Ch., at p. 314) is cited. This is the passage: "Now, a power to sell means, in the absence of any context, a power to sell for money, and a person who exercises such a power is bound to sell for money"; there is no mention of "conveyance." In each of these passages from Mr. WILLIAMS' book it seems to have been assumed that "sale" in the passages respectively cited from the two judgments included "conveyance," though, on referring to the judgments themselves, this is by no means certain.

Much uncertainty and confusion would be avoided if the use of the word "sale" by itself were abandoned as much as possible, and "contract for sale" or "assurance" or "contract including assurance"—according to the meaning intended—were substituted. The distinction, which tends to disappear by the use of the word "sale" in more than one sense, between "contract" and "assurance" was more than once pointed out by KAY, L.J. In *Rodger v. Harrison* (1893, 1 Q. B. 161) he said: "It would never strike the mind of a conveyancer that a contract for the sale of land could be treated as an assurance of that land. . . . I never heard of a memorandum evidencing a contract of sale being called a conveyance." So in *Re Ray* (1896, 1 Ch., at p. 476): "An 'assurance' is in reality something which operates as a transfer of property, and an assurance can hardly include a covenant."

The use of "contract for sale" and "assurance" respectively when necessary is the more to be desiderated from the very fact that, notwithstanding such passages as those last quoted from judgments of KAY, L.J., a contract for sale is actually regarded, in some sense and under some circumstances, as an assurance. This partial identification of the two things lies at the root of the equitable ownership of English law, which by its very name implies that property and ownership are conferred by something short of an actual assurance. To give a really satisfactory definition of equitable ownership is almost impossible. Certainly there are few instances of equitable ownership where the law can be summed up in the form of a definition or description of any working value to the practitioner. The rights of a purchaser of land who has only a contract for sale from his vendor are fairly well known, but cannot readily be put into a short and comprehensive definition. One consequence is that, where cases arising out of a purchaser's rights have to be decided on principle, serious judicial divergencies of opinion are apt to occur. An illustration may be found in a recent case (*Re Taylor*, not yet fully reported), where the Court of Appeal differed as to the right of a purchaser who had not yet received his conveyance to set off against his bankrupt vendor's trustee

the amount of the consideration already paid to the vendor. In this very case the Master of the Rolls spoke of "the rights of the parties which arose out of the contract under which the purchaser was in equity the owner of the land."

Mr. F. W. MAITLAND, in his posthumous lectures on Equity, speaks very strongly on the subject of the limitations within which it is permissible to use such expressions as "equitable ownership." He (p. 111) severely criticizes AUSTIN for saying of a contract to sell that "in equity it confers ownership." He proceeds (p. 112) thus: "Is it either law or equity at the present moment that a mere contract to sell land passes the ownership in land, passes a *jus in rem* from the vendor to the purchaser? No, the thesis that I have to maintain is this, that equitable estates and interests are not *jura in rem*." On p. 122 he says: "Equitable estates and interests are rights in *personam*, but they have a misleading resemblance to rights in *rem*."

In most text-books, other than the most elementary, the limitations of equitable ownership are sufficiently indicated from the point of view of the real property practitioner, and the practice, if not the theory, of the purchaser being "in equity" the owner is pretty well understood. It must be admitted, however, that the student is occasionally liable to be misled by *dicta* in decided cases, as, for example, one is *Re Somerville and Turner's Contract* (1903, 2 Ch., at p. 588), where KEKEWICH, J., said: "... the court is accustomed to regard an estate in land in the same way whether it is equitable or legal."

This seems to render it all the more expedient that in questions relating to land "contract for sale" and "assurance" should, as far as possible, be always distinguished, and that "sale" should not be used as a synonym for either, or even for "contract of sale completed by assurance of the property." The last rather lengthy expression might well be shortened to "contract and assurance" for ordinary practical purposes, but the general use of some such expression, rather than "sale" simply, appears to be most desirable, and even essential, if confusion is to be avoided.

The Late Mr. Joseph Addison.

THE profession has lost one of its most honoured members by the death, on the 20th inst., of Mr. JOSEPH ADDISON, the senior member of the firm of Linklater, Addison, & Brown, of Bond-court, Walbrook. He had not been in vigorous health for some months past, but there was no known cause for alarm, and the end was quite sudden and unexpected.

Mr. ADDISON was born on the 5th of August, 1839 at Whitby, but his family migrated to London when he was still very young, and, after being educated at King's College School, he was articled to Mr. JOHN LINKLATER, and commenced professional life in the office of which he has been for many years the highly respected head. Of Mr. JOHN LINKLATER he always spoke in terms of gratitude and admiration, and with characteristic modesty attributed much of his own professional success to his training under that very able man.

The career of Mr. ADDISON was uneventful in the one sense of his never taking any active part in public affairs outside his own profession, but within the limits that he laid down for himself he attained to a remarkable position of eminence. In his professional work he was noted for his profound knowledge of law, of which rich promise was given in early days by his taking the Clifford's Inn Prize at his final examination in 1862; for his sound judgment; for his earnest desire to compose, rather than to inflame, any difference that could be amicably settled by wise counsels; for his unflinching courtesy to opponents; and for his untiring industry and thoroughness in the discharge of every professional duty, great and small. Whatsoever his hand found to do he did it with his might.

He was elected a member of the Council in 1882: was President in 1896-7, and resigned his membership of that body in 1902. His year of presidency took place during the Queen's Diamond Jubilee, and was marked by the presentation of an address to the Queen and the institution of a fund called the Victoria Pension Fund, the income of which is administered by the Solicitors' Benevolent Association. His address at the provincial meeting, held that year in Birmingham, and a speech made there during the meeting, were regarded as reaching an exceptionally high standard, and he was on all occasions master of a choice of effective words reflecting the thoughts of a logical and cultivated mind. He contributed very able papers at other provincial meetings also, but his most valuable work on the Council during twenty years of devoted and unselfish service to his

profession was of a nature to which no publicity attaches and for which no reward is gained other than the consciousness of duty done.

Mr. ADDISON's strenuous professional work, and interests directly connected with it, left him little time for other pursuits until quite late in his life, but he was a true and indefatigable lover of nature, and few dwellers in cities could have retained as keenly as he did to the last a yearning for all things bright and beautiful. Writing to an intimate friend shortly before his death, he expressed a hope that he might in future see more of "God's sunshine" and less of the darkness of a city office. This was not to be, but in recent years he had been to some extent emancipated from the toils of professional life and had been able to gratify his love of scenery. He was a cultured reader and a good judge of painting, and his conversation was a delight to his friends, both in its intellectual side and in the unflinching sympathy for others that was constantly coming to the surface from a warm heart and most unselfish nature. Of his quiet, unostentatious, and unceasing acts of goodness, and of the charity practised by him through life in which the left hand knows not what the right hand is doing, it is not for these pages to speak, beyond saying that many and many a time he stretched out a helping hand to the lasting benefit of others in their hour of need, and that he found unflinching happiness in giving and in doing good. To the profession and to his many friends his death is a loss not easy to be measured, and his life an example not easy to follow.

Mr. ADDISON married, at the end of 1870, a daughter of the late Mr. JOSEPH BROWN, K.C., and sister of his partner, Mr. HAROLD BROWN. She survives him, and he leaves also four sons and one daughter, of whom two sons are members of his firm.

Reviews.

Oaths.

OATHS AND AFFIRMATIONS IN GREAT BRITAIN AND IRELAND: BEING A COLLECTION OF STATUTES, CASES, AND FORMS, WITH NOTES AND PRACTICAL DIRECTIONS, FOR THE USE OF COMMISSIONERS FOR OATHS AND OF ALL COURTS OF CIVIL PROCEDURE, AND OFFICES ATTACHED THERETO. By FRANCIS A. STRINGER, of the Central Office of the Supreme Court, assisted by J. JOHNSTON, of the King's Remembrancer's Department of the Central Office. THIRD EDITION. Stevens & Sons (Limited).

This edition of Mr. Stringer's useful work on Oaths comes opportunely at a time when the procedure of swearing witnesses and deponents has been revolutionized by the passing of the Oaths Act, 1909. He refers in the preface to the purpose of the Act as being "to provide for use on all occasions a form of oath which combines solemnity with a due regard to sanitary requirements"; but he points out that the Act contains two obvious defects which were introduced by the amendments of the House of Lords. The first is the use of the Testament held in the uplifted hand—a form which is meaningless in view of the nature of the oath, and which creates a needless distinction between Christian and Jewish witnesses; and the second is the requirement that each witness shall repeat the words of the oath, instead of simply replying "I do" to the oath as repeated by the officer. The latter requirement has made it difficult to swear witnesses collectively, and in some places, if we remember rightly, it has led to the retention of the former method of swearing. But there is much more than the recent statute in Mr. Stringer's book, which explains concisely in Part I. the appointment and powers of commissioners for oaths, and in Part II. the mode of administering oaths and taking affirmations, the latter part being divided into two chapters dealing respectively with witnesses giving documentary evidence, and with witnesses giving oral evidence and jurors. In all cases very precise directions are given as to the mode of authenticating evidence by oath or affirmation, and the work is an extremely valuable guide both for commissioners for oaths and for court officials.

The Companies Act, 1908.

GUIDE TO THE COMPANIES (CONSOLIDATION) ACT, 1908, WITH EXPLANATORY NOTES, RULES, STATUTORY FORMS, &c. By CHARLES J. ASTBURY, M.A., B.C.L., Barrister-at-Law. THIRD EDITION. Stevens & Sons (Limited); Manchester: James Collins & Co. (Limited).

Since the Companies Act, 1908, came into operation, it has been essential for the practitioner to have at hand a reliable guide to the consolidating statute, and the fact that Mr. Astbury's book has already reached a third edition shews that it has satisfactorily met

this want. The greater part of it consists of the text of the Act, with explanatory notes, and these contain references to a large number of important cases, and also useful dissertations upon special branches of company law and practice. Thus, section 113 of the Act of 1908, which defines the powers and duties of auditors, is made the occasion for a statement of the mode in which the statutory position of the auditor has been evolved of recent years, and of his actual powers and position under the existing law. Attention may also be called to the detailed discussion of the requirements of section 81 with regard to the contents of prospectuses, and its utility is increased by the insertion of a skeleton prospectus towards the end of the work (pp. 320-328). The book contains a series of statutory forms, and in the Appendix are given the Companies (Winding-up) Rules, 1909, and other matters. An index of references to the repealed Companies Acts is added. Altogether the work is a good practical guide to the Consolidating Act of 1908.

Books of the Week.

The Civil Code of the German Empire as Enacted on August 18th, 1896, with the Introductory Statute Enacted on the Same Date (in effect January 1st, 1900). Translated by WALTER LOEWY, B.L., LL.B., Attorney-at-Law, San Francisco. Price 21s. net. Sweet & Maxwell (Limited).

Annotated Civil Code of Japan. By J. E. DE BECKER, Solicitor and Legal Translator. Vol. II. Butterworth & Co.

Day in Court; or, The Subtle Arts of Great Advocates. By FRANCIS L. WELLMAN, of the New York Bar. The Macmillan Co.

The Conduct of, and Procedure at, Public and Company Meetings. By A. CREW, Barrister-at-Law. Jordan & Sons (Limited).

Correspondence.

Notice to Pay Off Mortgage.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—A question which must arise frequently in every solicitor's office relates to the amount of interest to which a mortgagee is entitled on repayment of the mortgage money, and yet in certain cases it is a question which is not easily answered.

According to *Barker v. Illingworth* (1903, 2 Ch. 20), where the time fixed by the mortgage deed for redemption is past, a notice to pay off at the expiration of three months is good. In such a case, if notice is given by the mortgagee on the 1st of January requiring payment on the 1st of April, if the mortgagor wishes to pay off on the 2nd of January, is the mortgagee entitled to (a) only interest up to the date of payment off, or (b) interest to the 1st of April, or (c) interest to the 2nd of July?

I have been unable to find any direct authority, and it occurred to me that perhaps some of your readers might be able to refer me to one. In any event it would be interesting to know what is the usual practice in such a case.

CONVEYANCING CLERK.

[See observations under head of "Current Topics."—Ed. S.J.]

Points to be Noted.

Common Law.

Motor-car—Police Trap.—It is an offence under the Prevention of Crimes Acts, 1871 and 1885, to warn the drivers of motor-cars who are approaching a "police trap" at an excessive speed, and so to prevent effective evidence being obtained by the police of the excessive speed. This is "wilfully obstructing a constable when in the execution of his duty." But for proof of this offence it is necessary to prove the excessive speed of the cars at the time of the warning.—*BETTS v. STEVENS* (K.B. Div. Ct., Oct. 13) (1910, 1 K. B. 1).

Limitation of Action—Mistake of Fact.—When money is paid under a mistake of fact the Statute of Limitations immediately begins to run. It is immaterial when the mistake is discovered, or with reasonable diligence might have been discovered, and when, or whether, notice was given to the payee and a demand made for repayment.—*BAKER v. COURAGE & Co.* (Hamilton, J., Oct. 19) (1910, 1 K. B. 56).

Maintenance in Workhouse Infirmary—Repayment.—A pauper, maintained in the union infirmary, who comes into possession of funds, is liable at common law to repay to the guardians "a reasonable sum for the necessities supplied" to him. But this sum will include not only the cost of his actual boarding, but also a reasonable proportion of those establishment charges, salaries, wages, and other expenses

of maintaining the infirmary from which the pauper has derived any benefit during his maintenance; and also a reasonable proportion of the capital cost of the infirmary.—*GUARDIANS OF ST. MARY, ISLINGTON v. BIGGENDEN* (Bray, J., Oct. 26) (1910, 1 K. B. 105).

Workmen's Compensation—Professional Football Player.—A professional footballer, engaged under a written agreement to play football at a weekly wage and to observe his employers' instructions, is a workman within the meaning of the Workmen's Compensation Act, 1906. He is engaged in "manual labour, clerical work, or otherwise," within section 13 of the Act.—*WALKER v. CRYSTAL PALACE FOOTBALL CLUB (LIMITED)* (C.A., Nov. 10) (54 SOLICITORS' JOURNAL, 65; 1910, 1 K. B. 87).

Burial-ground—Rates.—The Poor Rate Exemption Act, 1833, exempts from rating "any churches, district churches, chapels, meeting-houses, or premises, or such part thereof as shall be exclusively appropriated to public religious worship." A burial-ground in connection with a church is not so exempted; and the incumbent, in whom the freehold of it is vested by statute, and who receives for his own use burial fees and similar charges, is the beneficial occupier and liable to the poor rate.—*WINSTANLEY v. NORTH MANCHESTER OVERSEERS* (H.L., Nov. 18) (54 SOLICITORS' JOURNAL, 80; 1910, A. C. 7).

Libel—Intention to Defame Plaintiff.—It is of the essence of a written libel that defamatory words should have been written "of and concerning" the plaintiff. This means that the words must be such as reasonable people would think to be defamatory of the plaintiff; and if this is proved it is no defence to say that the defendant never knew of the plaintiff's existence, and conceived that he was characterizing a fictitious person with an impossible name.—*E. HULTON & Co. v. JONES* (H.L., Dec. 6) (54 SOLICITORS' JOURNAL, 166; 1910, A. C. 20).

New Orders, &c.

Colonial Stock Act, 1900

(63 & 64 Vict. c. 62).

Addition to List of Stocks under Section 2.

Pursuant to section 2 of the Colonial Stock Act, 1900, the Lords Commissioners of His Majesty's Treasury hereby give notice that the provisions of the Act have been complied with in respect of the undermentioned Stock, registered or inscribed in the United Kingdom:—

Ceylon Government 3½ per cent. Inscribed Stock (1934-1959).

The restrictions mentioned in section 2, sub-section (2) of the Trustee Act, 1893, apply to Colonial Stocks (see Colonial Stock Act, 1900, section 2).

Treasury Chambers, S.W., 17th March, 1910.

High Court of Justice.

EASTER VACATION, 1910.

NOTICE.

There will be no sitting in court during the Easter Vacation.

During the Easter Vacation, all applications "which may require to be immediately or promptly heard," are to be made to the Honourable Mr. Justice Hamilton.

Mr. Justice Hamilton will act as Vacation Judge from Thursday, the 24th of March, to Monday, the 4th of April, both days inclusive.

His lordship will sit in King's Bench Judges' Chambers on Thursday, the 31st of March. On other days within the above period, applications in urgent matters may be made to his lordship by post or, if necessary, personally.

In the case of applications to the judge by post the brief of counsel should be sent addressed to the judge by book-post or parcel, prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and also an envelope capable of receiving the papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the judge will be returned to the registrar.

The address of the Vacation Judge can be obtained on application at the Chancery Registrars' Chambers, Room 136, Royal Courts of Justice.

The *London Gazette* states that the King has been pleased, by Letters Patent under the Great Seal, to confer the dignity of a Baron of the United Kingdom upon the Right Hon. Sir John Charles Bigham, Knight, late President of the Probate, Divorce, and Admiralty Division of the High Court of Justice, and the heirs male of his body lawfully begotten, by the name, style, and title of Baron Mersey of Toxteth in the County Palatine of Lancaster, dated March 16. He is also to receive a retiring pension of £3,500.

CASES OF LAST SITTINGS. House of Lords.

HUGHES v. CLOVER, CLAYTON, & CO. 1st Feb.; 14th March.

MASTER AND SERVANT—WORKMEN'S COMPENSATION—"ACCIDENT"—STRAIN—DEATH FROM RUPTURE OF THE AORTA—WORKMEN'S COMPENSATION ACT, 1906 (6 Ed. 7, c. 58), s. 1 (1).

A workman, who was suffering from advanced aneurism of the aorta, while tightening a nut with a spanner sustained a strain, which caused his death through rupture of the aorta, though the strain was not excessive, and the rupture was due to the man's condition of body not being able to withstand ordinary exertion.

Held by a majority, that the decision of the Court of Appeal was right, and that this was a cause of death by accident within the meaning of the Workmen's Compensation Act, 1906.

Decision of the Court of Appeal (53 SOLICITORS' JOURNAL, 763; 1909, 2 K. B. 798) affirmed.

Appeal by the employers against the decision of the Court of Appeal affirming an award of the county court judge of Lancaster sitting as an arbitrator under the Workmen's Compensation Act, 1906, in favour of the applicant. The claim was by the widow of a man named Hughes, who, while screwing bolts in making a condenser bath, fell dead. On a post-mortem examination it was found that the deceased had suffered from an advanced aneurism of the aorta, and that death resulted from its rupture. Medical evidence was to the effect that the aneurism was so far advanced that death might have taken place in sleep, or that the slightest exertion might have brought about a rupture. The county court judge awarded the widow £300 on the ground that the rupture was the result of the strain arising out of and in the course of the man's employment.

THE HOUSE having taken time,

LORD LOREBURN, C., in giving judgment, said: Two questions were raised by this case for decision. Was this an accident? If so, did it arise out of the man's employment? It was not disputed that it arose in the course of his employment. In *Fenton v. Thorley* (1903, A. C. 443) "accident" was defined as "an unlooked-for mishap or an untoward event which is not expected or designed." He accepted that definition, and he thought the present case came within it. But that of itself did not dispose of the case, for it did not establish that the accident was one arising out of the employment. The crucial point was when the man's condition was such that he might have died in his sleep, and the mere tightening of the nut with no more strain than ordinary in such work caused the accident, could it be said that the accident was one "arising out of" the employment? He did not think their lordships should attach any importance to the fact that there was no strain or exertion out of the ordinary. It was found by the county court judge that the strain in fact caused the rupture, meaning, no doubt, that if it had not been for the strain the rupture would not have occurred when it did. The rupture contributed to the death. Then was it the disease that did it, or did the work he was doing help in any material degree? His lordship might have come to a different conclusion on the facts had he been arbitrator, but he was bound by the findings here, as here there was evidence to support them. He therefore advised that the order of the Court of Appeal should be affirmed.

LORD MACNAGHTEN agreed. He referred to *Pugh v. London, Brighton and South-Coast Railway Co.* (1896, 2 Q. B. 248), and said: Now in the present case I have no doubt that there was an accident in the popular sense of the word. The man ruptured an aneurism of his aorta. An aneurism, as I understood it, is an unnatural or abnormal dilatation of an artery, but still it is part of the artery and so part of a man's body. The man "broke part of his body," to borrow Lord Robertson's expression in *Brinton v. Turvey* (1905, 21 Times L. R. 444) [where Lord Robertson refers to *Fenton's case*]. The accident, if it was an accident, occurred in the course of the man's employment. He was at his ordinary work at the time.

LORD ATKINSON dissented. He agreed with the definition approved by this House of accident in *Fenton's case*, but the present case did not fall within it. There was no mishap or anything unexpected about it. It might be that it would be a good thing for workmen if masters were not made liable for accidents of this class, as it might result in depriving of employment all who were in any way unsound.

LORD COLLINS concurred in the appeal being dismissed.

LORD SHAW agreed with Lord Atkinson. By a majority of three to two the appeal was dismissed with costs.—COUNSEL, Simon, K.C., and Cuthbert Smith for the appellants, Powell, K.C., and E. Stewart Brown for the respondents. SOLICITORS, Barlow, Barlow, & Lyde, for J. H. Glover, Liverpool; Helder, Roberts, & Co., for J. A. Belin, Liverpool.

[Reported by ERSKINE REID, Barrister-at-Law.]

LECOUTURIER AND OTHERS v. REY AND OTHERS. SAME v. SAME. 2nd and 3rd Feb.; 18th March.

TRADE-MARK—PASSING-OFF—SECONDARY MEANING OF NAME "CHARTREUSE"—FRENCH LAW OF ASSOCIATIONS—VESTING OF FRENCH BUSINESS UNDER FRENCH JUDGMENT—EFFECT OF LAW UPON PROPERTY IN ENGLISH TRADE-MARKS—RECTIFICATION OF REGISTER.

Held, that the English trade-marks attached to a French business had not passed to the liquidator and through him to the defendants, who

were, therefore, not entitled to sell in the United Kingdom liqueurs formerly manufactured by them at the ancient monastery of the Carthusian monks at Grenoble, and that the monks were entitled to an injunction.

Held, also, that the name of the liquidator's representatives had rightly been expunged from the Register of Trade-marks.

Decision of the Court of Appeal (1908, 2 Ch. 715) affirmed.

These were appeals from orders of the Court of Appeal, which reversed the decision of Joyce, J. The decision of the Court of Appeal is reported 1908, 2 Ch. 715, 25 R. P. C. 265 and 283. The question in the main appeal was whether the appellant, Henri Lecouturier, and in succession to him La Compagnie Fermière de la Grande Chartreuse, were or were not entitled to apply to liqueurs manufactured by them in France and sold in the United Kingdom the name "Chartreuse" and certain trade-marks belonging to the manufacturing business formerly carried on at the Monastery of La Grande Chartreuse, near Grenoble, by the congregation of Carthusian monks there established. The question depended upon whether the business with the goodwill and the trade-marks passed as a whole, under the orders of the French Court, to M. Lecouturier and subsequently to the appellant company, as the purchasers from him at a sale by auction effected under the direction of the French Courts, or whether the business, goodwill and trade-marks, so far as the United Kingdom was concerned, remained the property of the monks. That question depended upon whether the French law, known as the Law of Associations, 1901, was extra-territorial in its effect, or was confined to such property only of religious houses as was situated in France. Joyce, J., decided that they passed as a whole to the appellants. The Court of Appeal reversed his decision, and granted an injunction against the appellants. Hence the present appeal.

THE HOUSE having taken time for consideration,

LORD MACNAGHTEN, after stating the facts, said: The only plausible ground of appeal urged at the bar was that the appellants were justified by French law in doing what they have done. To me it seems perfectly plain that by the very nature of things a law of a foreign country, and a sale by a foreign court under that law, cannot affect property not within the reach of the foreign law, or the jurisdiction of the foreign court charged with its administration. But it is certainly satisfactory to learn from the evidence of experts in French law that the Law of Associations is a penal law—a law of police and order—and is not considered to have any extra-territorial effect. It is also satisfactory to find that they confirm the conclusion which any lawyer would draw from a perusal of the French judgments in evidence in this case, that the sale by the liquidator of the property bought by the appellant company has not carried with it the English trade-marks, or established their claim to represent their manufacture as the manufacture of the monks of La Grande Chartreuse. I think both appeals must be dismissed with costs.

LORDS ATKINSON, COLLINS and SHAW concurred.

LORD LOREBURN, C., in moving that the appeal should be dismissed with costs, said the property in question was property situated in England, and must be regulated and disposed of according to the law of England. He was glad to think that in so holding their lordships were not affirming anything inconsistent with the provisions of the French Courts, to whose decisions at all times this House desired to pay the most becoming respect. Both appeals were therefore dismissed with costs.—COUNSEL, Sir Robert Finlay, K.C., and Sebastian, for the appellants; P. O. Lawrence, K.C., Younger, K.C., and Sargent, for the respondents; Sir W. S. Robson, A.G., and Austen-Cartmell, for the Comptroller of Patents, who was also a respondent. SOLICITORS, Stevenson & Coudwell; Hollams, Sons, Coward, & Hawkeley; The Solicitor of the Board of Trade.

[Reported by ERSKINE REID, Barrister-at-Law.]

Court of Appeal.

SADLER v. WHITEMAN AND ANOTHER. No. 1. 17th and 18th March.

MONEY-LENDERS—BILL OF SALE—"REGISTERED UNDER HIS OWN NAME OR UNDER HIS USUAL TRADE NAME"—MONEY-LENDERS ACT, 1900 (63 & 64 VICT. c. 51), s. 2 (1) (a) (b).

A plaintiff claimed that a bill of sale and the money transaction of which it formed part were void—(1) because the defendants had registered themselves as money-lenders under another name than their own or usual name; (2) that they carried on business as money-lenders in more than one name; and (3) that they carried on business elsewhere than at their registered address.

Held (reversing the decision of Bray, J.) that as the Money-lenders Act, 1900, prohibited a man from registering himself as a money-lender except in his own name or his usual trade name, the legislature intended to prohibit a money-lender from having a free choice of names; and, further, that as the carrying on of business by money-lenders under various names was one of the chief evils which the Act was passed to remedy, the plaintiff was entitled to succeed on either of the first two grounds of appeal. Therefore, if the House of Lords should over-rule the decision of the Court of Appeal in *Gadd v. Provincial Union Bank* (53 SOLICITORS' JOURNAL, 165; 1909, 2 K. B. 353), which was also in favour of the plaintiff on the third ground of appeal, he was entitled to judgment.

Per MOULTON, L.J.—*The penalty section of the Act of 1900 emphasises the position of the "individual" money-lender.*

Ex parte Carden (52 SOLICITORS' JOURNAL, 209) considered and approved.

Appeal by the plaintiff from a judgment of Bray, J. The action was originally brought for damages for trespass and wrongful seizure of the plaintiff's goods, and by subsequent amendment in effect for a declaration that a bill of sale granted by the plaintiff to the defendants in respect of such goods as security for a loan was void under section 2 of the Money-lenders Act, 1900. The defendants, Arthur George Whiteman and Walter Elphick Whiteman, carried on business as money-lenders in the City, under the trade name of Cobb & Co., and the plaintiff also alleged that they carried on a similar business in the Seven Sisters-road, under the trade name of Hill & Co. The defendants, on the other hand, alleged that this latter firm was another and distinct firm consisting of one of them only, Arthur George Whiteman. The grounds upon which the plaintiff contended that the bill of sale and the money-lending transaction of which it formed a part were void were:—(1) That the defendants had registered themselves as money-lenders under another name than their own or usual trade name; (2) that they carried on business as money-lenders in more than one name; and (3) that they carried on business elsewhere than at their registered address. Bray, J., held that the objections to the bill of sale failed, and entered judgment for the defendants.

VAUGHAN WILLIAMS, L.J., in giving judgment, said that with regard to the first point—the meaning of the expression "usual trade name" in section 2 (1) (a) of the Act of 1900—that the word "usual" might bear the construction which Bray, J., had put upon it—namely, as denoting something generally, but not always, done in the past. But it was also capable of being used in respect of a future intention, and he thought it more consistent with the other provisions of the Act to read it in this section in that sense. He did not agree that the whole of the money-lending transaction had to be carried on at the registered office. Then it was said that the defendants were carrying on two businesses in contravention of the Act. He hesitated to hold that a man could by the Act carry on business as a money-lender under a registered name as an individual and also carry on business in another place in partnership as a money-lender, being registered in another name in respect of the partnership, and on that ground he thought the appeal ought to be allowed. As to the third point, that of carrying on business elsewhere than at the registered address, that had been disposed of so far as that court was concerned by the decision in *Gadd v. Provincial Union Bank* (1909, 2 K. B. 353); but that decision was on its way to the House of Lords.

FLETCHER MOULTON and FARWELL, L.J.J., gave judgment to the like effect. The appeal was therefore allowed, and judgment entered for the plaintiff for £187 13s., with costs.—COUNSEL, *Spencer, K.C.*, and *McCurdy*, for the plaintiff; *Shearman, K.C.*, and *Schwaabe*, for the defendants. SOLICITORS, *Durham, Carter, & Durham; Raphael & Co.*

[Reported by ESKINS REID, Barrister-at-Law.]

High Court—Chancery Division.

Re THE WEIR HOSPITAL. Eve, J. 17th March.

CHARITY—SCHEME—SURPLUS REVENUE—CY-PRES—ORDER OF CHARITY COMMISSIONERS—JURISDICTION OF COURT.

Where from any cause, whether it be from total or partial failure of the original object or from excessive endowment, moneys applicable to a particular charity become incapable of being so applied, a case is raised for the application of such moneys on the cy-pres principle.

Where the Charity Commissioners, acting in the proper exercise of their powers, adopt a scheme, the court has no power to embark on an inquiry as to the relative merits of an alternative scheme.

This was a petition by the Corporation of Wandsworth praying that an order of the Charity Commissioners might be discharged or varied. By his will, Benjamin Weir, who died in 1902, devised his freehold houses, 12, Devonshire-road, Balham, and the "Hawthorns," Streatham, upon trust to use them as a dispensary, cottage hospital, convalescent home, or other medical charity, to be called the Weir Hospital, for the benefit of the inhabitants of Streatham and the neighbourhood. The testator also gave his residuary estate, amounting to about £100,000, to his trustees to be held by them for the support and maintenance of the hospital. The order of the Charity Commissioners provided that the "Hawthorns" should be maintained as a nurses' home, and the house in Devonshire-road as a dispensary, and that £50,000 not required for those objects should be devoted to enlarging and supporting Bolingbroke Hospital, in Battersea, the name of that hospital being changed to the Weir and Bolingbroke Hospital, and the inhabitants of Streatham being given a voice in its management and preferential rights to treatment and accommodation. The order complained of was made by the commissioners after deliberations extending over eighteen months, and after a local public inquiry had been held. It was contended on behalf of the petitioners that the application of money to the Bolingbroke Hospital was a diversion of the fund to objects not contemplated by the testator.

Eve, J., stated the facts, and continued: Upon these materials the order now appealed against was made. Now, on behalf of the appellants it is not, and indeed, as the authorities stand, I do not think it could be, contended, assuming the scheme established by the order to be a scheme for administering the charity founded by the

testator, that it is open to the court to remodel the scheme and to substitute other provisions and details for those which the commissioners have seen fit to adopt. But what is contended by the appellants is that this is a scheme, not for the administration of the charity founded by the testator, but for establishing, and in part at the "Hawthorns," another charity substituted for the charity founded by the testator. So far as relates to the charity established at the "Hawthorns," it is said that this is a breach of the trusts contained in the testator's will, and in so far as the scheme provides for the diversion of the funds to the Bolingbroke Hospital, and thereby purports to apply them *cy-pres*, it is contended that, in the absence of absolute proof that a case for the application *cy-pres* has arisen, the court and the commissioners have no power to direct such application. Further, it is contended that the mere existence of surplus income does not raise a case for the application of the *cy-pres* doctrine; and, finally, that, assuming a case for the application of that doctrine to have been made out, the particular application directed by the scheme is really not an application in any sense *cy-pres* to the charity founded by the testator. These contentions involve, in the first place, the construction of the testator's will. Is the establishment at the "Hawthorns" of the nurses' home, dealt with in clauses 4 to 14 of the commissioners' scheme, a breach of trust? The petitioners say that it is, because a strict carrying out of the trusts of testator's will involves the installation on the site of an institution to which the appellation of the Weir Hospital would be properly applicable, and upon the maintenance of which an annual expenditure of some £2,500 would be expended. The name, they say, is quite appropriate to the contemplated home, and the annual expenditure thereon admittedly falls very far short of the sum dedicated to the site. I think, upon the true construction of the testator's will, the trustees are not bound, in the face of their own opinion to the contrary, and of the advice which they have received, to confine themselves to the erection of an institution calculated to absorb the whole income of the endowment; that without committing any breach of trust they can select any of the alternatives enumerated by the testator, and that this power of selection is not controlled by any obligation limiting it to institutions capable of exhausting the income of the endowment. The nurses' home established by the scheme is, in my opinion, a medical charity within the meaning of the testator's will, and the appropriation of the "Hawthorns" to that institution does not, in my view, involve any breach of trust. Upon the second question—whether, on the evidence, any case has been made out for the application of the *cy-pres* doctrine, and whether, in the absence of proof that the trusts cannot be carried out in their entirety, there is any jurisdiction to apply the endowment *cy-pres*, I do not think this court is entitled to review the finding of the commissioners. It seems to me that I am bound to assume that the commissioners, before approving and establishing a scheme involving a *cy-pres* application, satisfied themselves that a state of things existed which rendered that application admissible, and that, if I were to take it upon myself to review their finding upon this matter—which really goes to the root of the whole scheme—I should be disregarding the judgment of the Court of Appeal in *Re Compton Charities* (18 Ch. D. 310), and should be quite unable consistently to refuse to review their findings on all other matters involved in the scheme. I must not, however, be understood as accepting the suggestion that the impracticability of utilizing the site for an institution, requiring the whole income of the endowment for its support, has not been established on this petition. On the contrary, I am inclined to think that it has been. Upon the question whether the existence of surplus revenue raises a case for the application of the *cy-pres* principle, I think the cases clearly show that it does—see in particular Lord Selborne's observations in *Chamberlayne v. Brockett* (L. R. 8 Ch., at p. 211). Indeed, I think it may be stated as a general proposition that where, from any cause, whether it be from total or partial failure of the original object or purpose, or from excessive endowment, moneys applicable to a particular charity become incapable of being so applied, a case is raised for the application of such moneys on the *cy-pres* principle. The last point made by the petitioners is that there is in fact no *cy-pres* application here at all. They argue that the essence of the testator's charity is the bringing of hospital accommodation to the locality intended to be benefited, and that the provision of hospital accommodation away from the locality, although it may satisfy some of the matters incidental to the testator's charity, does not answer or comply with the predominating intention underlying the testator's foundation. I think this argument fails to give sufficient consideration to the locality intended to be benefited, "Streatham and the neighbourhood"; but beyond that I think it is really an ingenious attempt to induce me to embark on an inquiry as to the relative merits of alternative schemes for a *cy-pres* application. This I am precluded by authority from doing, and I do not think the prohibition can be evaded by raising a case suggesting that the application is so little *cy-pres* as not to be *cy-pres* at all. I think this is one of those matters left to be dealt with by the commissioners, and not subject to review in this court.—The result is that I cannot accede to the prayer of the petition.—COUNSEL, *P. O. Lawrence, K.C.*, and *Shebbeare; Jessel, K.C.*, and *Sheldon; Sir W. S. Robson, A.G.*, and *Austen Cartmell*. SOLICITORS, *Walter W. Young; Bayley, Adams, Hawker, & Noble; The Treasury Solicitor.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Re BRISTOL COLLIERIES CO. (LIM.). WILLIAMS v. BRISTOL COLLIERIES CO. (LIM.). Joyce, J. 14th Dec., 1909.

PRACTICE—COMPANY—DEBENTURE-HOLDERS' ACTION—DISTRICT REGISTRY—TAXING OFFICER—DISTRICT REGISTRAR—R.S.C. XXXV. 1.

This was a debenture-holders' action which had been commenced in

the Bristol District Registry, where all the accounts and inquiries had been taken and made, the security to be given by the receiver and the amount of his remuneration determined, the conditions of sale of the company's property settled, and the reserve prices fixed. The assets of the company were admittedly insufficient for the satisfaction of the debenture-holders' charges in full, and, the Bristol District Registrar having made his certificate, the plaintiffs took out a summons in the district registry asking (*inter alia*) that the costs should be taxed in the registry, the plaintiffs' costs being allowed as between solicitor and client, and paid out of the proceeds of the realisation, which proceeds had been paid into the district registry. This part of the summons, which included other matters, was referred by the district registrar to the judge at chambers, but was then adjourned into court, and came on for hearing as upon further consideration. It was then ordered that it be referred to the Bristol District Registrar to tax the costs of the plaintiffs and (so far as they related to the realization of the company's assets) of the defendants in the action—the costs of the plaintiffs to be taxed as between solicitor and client. The order also directed distribution in the registry of the funds in court in accordance with the district registrar's certificate.—COUNSEL, *W. M. Cann*, for the plaintiffs; *C. J. W. Farwell*, for the defendants. SOLICITORS, *Burn & Berridge*, for *H. C. Trapnell*, Bristol; *Raule, Johnstone, & Co.*, for *Benson, Carpenter, Cross, & Williams*, Bristol.

[We are favoured with the above report, which, although somewhat out of date, deals with matters of considerable interest.]

Bankruptcy Cases.

Re GENTRY. Ex parte THE OFFICIAL RECEIVER. C.A. No. 2.
18th March.

BANKRUPTCY—PETITION BY SEVERAL CREDITORS—DISPUTE OF SOME OF THE DEBTS—STAY FOR TRIAL OF THE VALIDITY OF SUCH DEBTS—PAYMENT BY DEBTOR INTO COURT OF SUCH DEBTS—RIGHT OF CREDITORS TO REFUSE SUCH PAYMENTS—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 7, SUB-SECTION 5—BANKRUPTCY RULES, 1886-1890, r. 165.

Where proceedings have been stayed on a petition for the trial of the validity of disputed petitioning creditors' debts in the county court, and the debtor has paid into the county court the amount of the debts claimed or established against him, such payment into court is not payment to the creditors, nor are they bound to take such money out of court, but are entitled to proceed with their petition and obtain a receiving order.

Judgment of the Divisional Court in *Re Gentry, Ex parte Gentry* (p. 252 ante) reversed.

Appeal from a decision of the Divisional Court (Phillimore and Bucknill, JJ.) reported as *Re Gentry, Ex parte Gentry* (p. 252 ante), rescinding a receiving order made by the registrar of the county court of Norfolk, holden at Norwich on the 18th of November, 1909. The debtor had committed an act of bankruptcy on the 11th of June, 1909, by executing a deed of assignment for the benefit of his creditors. On the 6th of July a petition was presented against him by four creditors, viz., Bulmer for £30, the Gorleston Gas Co. for £8 5s 9d., Delf & Sons for £14 12s., and Buckle for £3 19s. 6d., making a total of £56 17s. 3d. The debtor paid the Gorleston Gas Co., who accepted the payment, thus reducing the petitioning creditors' debt below £50. The solicitor to the petitioning creditors thereupon applied for leave to join two other creditors, viz., Reed for £4 3s. 6d. and Cook for £4 17s., so as to bring the debt up to £58 12s. On the 21st of July the registrar made an order giving leave to add Reed and Cook. On the 28th of July the debtor gave notice of appeal against this order, and the creditors, being advised that the appeal was likely to be successful, gave notice on the 5th of August of discontinuance of proceedings under that petition, and when it came on for hearing the creditors' solicitor consented to its dismissal with costs. Upon the 19th of August a second petition was presented, Reed and Cook being joined as petitioning creditors. This petition came on for hearing on the 14th of September, when the debtor disputed the debts alleged to be due to Reed and Cook, and the registrar made an order under Section 7, sub-section 5, of the Bankruptcy Act, 1883, staying all proceedings on the petition until the validity of those debts should be established, and required the debtor to give a bond with sureties in the sum of £15 for the payment of those debts, should their validity be established on trial. The only way of establishing their validity in the county court being by trial on plaint, Cook issued a plaint on the 17th of September for £4 2s. and costs, making in all £4 17s. The debtor paid £2 11s. 6d. into court and disputed the balance. The case was tried on the 5th of October, when the judge allowed Cook to amend his claim by adding a further amount of £1 5s., and eventually gave Cook judgment for £1 19s. 6d., or 12s. less than the amount paid into court. Reed issued a plaint on the 18th of October for £4 3s. 6d. and 10s. costs, and the debtor paid the whole amount into court on the 5th of November. On the 18th of November the petition came on again for hearing before the registrar, neither Reed nor Cook having taken out of court the amounts paid in to satisfy their claims. The registrar made a receiving order, from which the debtor appealed, contending, firstly, that the creditors had no right to present the second petition without the leave of the court, and, secondly, that the

sums claimed by Reed and Cook had been satisfied by the payments made into court, and that the petitioning creditors' debt had been thereby reduced below £50. The Divisional Court decided against the debtor on the first point, but allowed the appeal on the second point, and rescinded the receiving order. The official receiver and the petitioning creditors appealed to the Court of Appeal on the second point. Counsel for the appellants contended that the petitioning creditors were no more bound to accept the money which the debtor had paid into court than they would be to accept it if paid directly to them by the debtor. There was nothing to prevent the trustee demanding it back from them if the debtor were made bankrupt: *Ex parte Low* (7 Morr. 25), *Brook v. Emerson* (95 L. T. 821), and *Ponsford & Baker v. Union of London and Smiths Bank* (1906, 2 Ch. 444). In the High Court issues were never directed to be tried under this sub-section, the registrars always tried the question of the validity of disputed debts themselves. It was only an alternative method of trying the validity of a debt, not a method of recovering the debt. If the judgment of the Divisional Court stood this sub-section could always be used to defeat joint petitioning creditors with small debts. Counsel for the respondent submitted that the acceptance by the creditors of the bond and sureties was equivalent to an accord and satisfaction, and cited *Ex parte Bristocke* (4 Ch. D. 398) per James, L.J., at p. 351.

COZENS-HARDY, M.R., said that the appeal raised an important point of bankruptcy practice, but having heard the argument he did not feel any serious difficulty. The Divisional Court had taken the view that, although a petitioning creditor was not bound to accept tender from the debtor of the debt in respect of which he petitioned, yet as the money had been paid into court in the present case it was not only competent to him to take the money out and run the risk of having to pay it back, but there was an obligation upon him to take the money out of court, and he must be considered as being no longer a creditor, because the money was his, was safe, and available for payment of his debt. With the utmost respect his lordship was unable to assent to that view. The case fell within *Brook v. Emerson*. His lordship was not aware of any authority which said that a creditor who did not wish to accept payment of a debt could be compelled to receive it after the presentation of a bankruptcy petition. Then it was said that the acceptance of the bond and surety was in full discharge of all the creditor's rights, and that the only thing left for the court to do was to dismiss the petition. There might have been some colour for that argument on the words of section 7 (5) alone, but sub-section 2 of the same section made it plainer, and when you came to rule 165 it was apparent that the court retained full power over the petition, which merely stood over to have it decided whether there was a debt or not. When it came back it was for the court to say whether the debt had been established or not. If it had not been established, of course the petition would be dismissed. If it had been established, it was for the court to make a receiving order. It would be a dangerous precedent to allow a scheme like the present to succeed, which would render it almost impossible to obtain an adjudication in bankruptcy in the case of small debts. The appeal must be allowed.

BUCKLEY, L.J., said that the difficulty in the case was that the words in section 7, sub-section 5, "may, instead of dismissing the petition, stay all proceedings, etc.," do not mean exactly what they appear to mean, but should be construed "instead of dismissing may retain the petition and stay all proceedings." When the court retains a petition it does so for the purpose of making some order upon it, and not dismissing it in any event. If the debt be established at the trial of its validity the creditor then has a pending petition, a good debt, and also a security, but it does not follow that he must look to the security and abandon the petition. It is clear from rule 165 that this is not so, for it empowers the petitioner when his debt has been established to apply for a day to be fixed for further proceedings on the petition. On the other hand, rule 166 empowers the debtor when the validity of the debt has not been established to apply for a day to be fixed for an application for the dismissal of the petition. His lordship disagreed with the view of the Divisional Court that the payment into court was payment to the creditor or that he was bound to take the money out of court. Nor was he bound to demand or accept payment from the sureties, but he was entitled to go on with his petition.

JOYCE, J., said that in his opinion the payment into court was a useless and futile proceeding. He thought that all the county court had to do was to decide on the validity of the debt; it could not give judgment for payment while bankruptcy proceedings were pending. Appeal allowed.—COUNSEL, *Sir Rufus Isaacs*, S.G., and *Hansell*; *Frank Dodd*. SOLICITORS, *The Solicitor to the Board of Trade*; *Tatham, Obelin, & Nash*.

[Reported by P. M. FRANCE, Barrister-at-Law.]

Re BRADLEY. Ex parte WALTON. Phillimore, J. 21st March.
BANKRUPTCY—PROOF—PRACTICE—CESTUIS QUE TRUSTEEN PROVING FOR DEBT—BANKRUPTCY—ABSCONDING TRUSTEES.

Where trustees have become bankrupt the cestuis que trustant may prove against the bankrupt estate if they obtain the leave of the court.

Appeal by Mrs. Emily Walton from the rejection of her proof by the official receiver. W. J. Cloughton, a former husband of the appellant, who died in 1902, by his will left the residue of his estate to two trustees, Swann and Bradley, solicitors, practising in partnership,

to pay the income thereof to his widow for life or until her re-marriage, with remainder on either of these events to Albert Budden, a son of the appellant by her first husband. In 1909 Swann and Bradley got into difficulties. Swann absconded before he could be made bankrupt, Bradley was adjudicated bankrupt, but also absconded. The appellant discovered that there was no property of the trust estate left, and that the trustees had failed to pay her some £4,000 of income. There being no trustees other than those who had absconded, the appellant, as a beneficiary, put in a proof herself claiming that the bankrupts' estate was indebted to her in the sum of £25,000, the principal money of the trust estate. The official receiver rejected the proof on the grounds that the appellant ought to have appointed new trustees, that she was only tenant for life, and that the debt due to her was not ascertained. Counsel for the appellant admitted that as matters stood at the first meeting of creditors the proof was rightly rejected, but submitted that if she obtained the leave of the court and joined the remainderman, Albert Budden, their proof ought to be admitted, and cited the following cases shewing that *cestui que trustent* may prove personally in the bankruptcy of their trustees: *Ex parte Moody* (2 Rose 413), *Ex parte Beilby* (1 Gl. & J. 167), and *Ex parte Heaton* (Buck 386). As to the sum not being ascertained, it appeared that some £15,000 at least could be traced, and she might swear to that amount or upwards: *Ex parte Ruffle*, *Re Dummelow* (L. R. 8 Ch. 997). Counsel for the respondent contended that as the Trustee Act, 1893, had made the appointment of new trustees such a simple matter, the old cases allowing *cestui que trustent* to prove were obsolete.

PHILLIMORE, J., granted leave to the appellant to prove jointly with Albert Budden, but not to receive any dividends without leave of the court, and ordered a new first meeting of creditors to be held.—COUNSEL, *Hansell*: Clayton, K.C., and Rankin. SOLICITORS, *Osborn & Osborn*; *Mauvey & Mauvey*.

[Reported by P. M. FRANKIE, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

Re SARAH GRIFFIN, Deceased. Evans, P. 21st March.

PROBATE—DOUBLE PROBATE—APPLICATION TO EXECUTORS FOR ACCOUNT—PRACTICE.

An application for an order on executors to supply information necessary for obtaining double probate should be made by means of summons.

Motion for an order directing a citation to issue calling upon Elizabeth Mary Bendell and George Hall King to bring in the probate of the will of Sarah Griffin, deceased, dated the 17th of September, 1907, with an account of the estate and effects of the testatrix in respect of which such probate was granted. The applicant was Richard Griffin, of Westleton, Suffolk, husband of the said Sarah Griffin, who died on the 6th day of April, 1909. Under the said will the testatrix appointed the said Richard Griffin, her daughter, the said Elizabeth Bendell, and the said George Hall King, her executors. On the 3rd of June, 1909, the said Elizabeth Mary Bendell and George Hall King obtained probate of the said will, power being reserved to the present applicant to come in and prove. On the 29th of October, 1909, the applicant's solicitor wrote to the solicitors of the said Elizabeth Mary Bendell and George Hall King, stating that the said Richard Griffin desired to prove his late wife's will. Counsel for the applicant said that the latter's solicitors had failed to supply his client with the information necessary to enable him to obtain double probate. Counsel for the respondents stated that his clients were willing to give an account, but it was submitted that the application should have been made by summons. For the applicant it was contended that the present motion was the regular practice; the case of *In the Goods of Turrell* (10 W. R. 430; 2 Sw. & Tr. 456) was cited, and Tristram & Coot's Prob. Prac. (14 ed.), p. 154, was referred to.

EVANS, P., said that he was of opinion that the application could have, and ought to have been, made by summons. He understood it at the practice had altered since the date of the case cited. The executors must give the necessary information free from cost to the applicant. Costs of the motion to come out of the estate.—COUNSEL, *Bayford*; *W. O. Willis*. SOLICITORS, *Field, Roscoe, & Co.*, for J. W. Aldous, Ipswich; *Tapp, Blackmore, & Weston*, for King & Franckiss, Portsmouth.

[Reported by DIOBY COTES-FREED, Barrister-at-Law.]

Companies.

Licenses Insurance Corporation and Guarantee Fund (Limited).

The twentieth ordinary general meeting of the Licenses Insurance Corporation and Guarantee Fund (Limited) was held on the 18th inst., Mr. A. W. Ruggles-Brise (the chairman) presiding.

The Assistant Manager (Mr. C. D. Greenway) having read the notice and also the report of the auditors,

The Chairman said: I will now move the adoption of the report, and

I am pleased to say that I have again the privilege of laying figures before you which cannot but be regarded as satisfactory. Until our accounts were finally made up we feared that the year might not prove so favourable as some of those of the past. Our reason was that we were conscious that at the sessions of 1909 a great many licences were taken away, and the amount we had to pay in compensation was considerable. Although the Act of 1904 has provided for the automatic reduction in licences, it is evident that this by no means satisfies the claims of that growing portion of the community which deprecates the mere existence of public-houses of any sort. Be that as it may, our claims have tended to increase. You will observe that this year they total up to £71,123 6s. 10d. Our income, however, has largely increased, our total income now being £142,719 16s. 6d., showing an increase of £12,037 4s. 5d. Our funds also show a material increase. Our reserves on all accounts amount to £190,049, plus the amount of £7,147 14s. 3d. it is proposed to carry forward—being an increase, without counting the carry forward, over last year of £12,836. Of course, some of these reserves are necessary to meet certain liabilities. Thus we are liable to account to the Mutual Brewers' Class for £27,039 17s., and we set out our liabilities in respect of unexpired risks at £32,980 3s. Perhaps the most satisfactory feature is that we have increased our reserve for depreciation in investments to £38,800, being more than enough to cover such depreciation, and placing our securities on a veritable cash basis, our funds being convertible at the shortest notice. Our dividend remains at 6 per cent., as it has been for some years; and even better than an increased dividend is the absolute assurance that such dividend is secured—I might almost say guaranteed—in the future. In view of the fact that the interests and sympathies of this company are with the licensed trade, I can hardly pass over the incident of the proposed Budget without a word of comment. I cannot refrain from remarking that the tax it is proposed to place upon the trade under the new Budget will fall upon the majority of brewers throughout the whole country as a death-blow, and I may confidently assert that some of our big London brewers will have to pay anything between £50,000 and £100,000 a year, and even more, additional to the present enormous taxation. I have no hesitation in affirming that the tax now proposed means the financial annihilation of many old firms and companies. But to revert to the direct interests of this company, it is obvious that if brewers suffer our opportunities and field of operations would diminish. Unlike the case of the brewer, our income might diminish, but it would mean no attack upon our funds. However, to our shareholders I have nothing but words of assurance and reassurance, being convinced that we are to be numbered amongst the soundest of sound institutions. I cannot close without expressing on behalf of myself and my co-directors—and, I am sure, the shareholders as well—our hearty thanks for the admirable work, energy, and foresight of our manager, Mr. O'Donoghue, and the great help he has received from Mr. Greenway and the other members of our staff during the past year. I beg to move the adoption of the report, and also that a dividend at the rate of 6 per cent. for the year ended December 31, 1909, be paid upon the amounts paid up on the ordinary shares of the corporation, free of income tax.

The Hon. R. Parker seconded the motion.

The motion was carried unanimously.

Lord Ernest Hamilton and Mr. T. G. H. Glynn, the retiring directors, were re-elected, as were also the auditors, Messrs. Turquand, Youngs & Co.

A hearty vote of thanks to the Chairman and directors closed the meeting.

Obituary.

Mr. W. P. Moore.

The death is announced of Mr. William Price Moore, Proctor and Notary, on Tuesday in last week, at the age of seventy-four. Mr. Moore was educated at Eton, and was admitted in 1856 and as solicitor in 1876. He succeeded his father and grandfather, says the *Times*, as Deputy-Registrar of the Court of Faculties, and afterwards became Registrar. He was for many years Registrar of the Commissary Court of Surrey and of the three Surrey Archdeaconries. As a Proctor and head of the firm of Moore & Curry he was engaged in the notable ecclesiastical causes of *Martin v. Mackonochie*, *Clifton v. Ridsdale*, and *Elphinstone v. Purchase*, and his death removes from Doctors' Commons the last of the Proctors in actual practice.

Legal News.

Appointments.

Sir SAMUEL EVANS has been sworn of His Majesty's Most Honourable Privy Council on his appointment as President of the Probate, Divorce, and Admiralty Division of the High Court of Justice.

The honour of Knighthood has been conferred upon Mr. RUFUS ISAACS, K.C., M.P., Solicitor-General.

Changes in Partnerships.

Dissolutions.

CECIL FRANK KARUTH, BERTIE FREDERICK BROWNE, and THOMAS OTTAWAY, solicitors (Karuth, Browne, & Ottaway), Broad-street House, London, E.C., 61, Carey-street, London, W.C., and St. Albans. Feb. 24.

WILLIAM HENRY POWELL and JOSEPH WARDEN BROWETT, solicitors (Powell & Browett), Birmingham. March 14. The practice will in future be carried on by the said Joseph Warden Browett on his own account, under the same name of Powell & Browett.

[Gazette, March 18.]

General.

Eight men, all answering to the name of Jones, were summoned on a jury at Bow, says the *Daily Mail*, and seven of them filed, one after the other, into the box. The eighth Jones was afterwards excused.

In view of recent Ministerial pronouncements, says the Parliamentary correspondent of the *Times*, interest attaches to Mr. J. King's Parliamentary Elections Bill. It proposes that in case of a General Election all polls shall take place on one and the same day, and that the day of poll, which is required to be not less than eight nor more than thirteen days after the issue of the writs, should be fixed by the King in Council and named in the writs, the day of nomination to be in accordance. The Bill also provides that official telegraphic information of the issue of the writs may be given to the returning officer.

The estimates for Civil Services for the year ending March 31, 1911, have been issued as a Parliamentary paper [62.—III.]. The total estimates, says the *Times*, amount to £4,442,611, as compared with grants in the Session of 1909 amounting to £4,185,336—an increase of £257,275. The greatest increase is in respect of the estimate for the Land Commission in Ireland, for the purposes of which a sum of £455,166 is required, or £151,489 more than last year. There are increases of £70,424 for police in England and Wales, and of £29,340 for prisons in England and the Colonies. The most notable decrease is one of £13,801 in respect of law charges, which is largely accounted for by an estimated diminution in the cost of legal proceedings.

The Master of the Rolls has, says the *Pall Mall Gazette*, supplied the Treasury officials with some interesting details of the work which the Historical Manuscripts Commission has now in hand. The new volumes of reports which have already been completed include the fifth volume of the Stuart papers which are in possession of his Majesty the King, as well as volumes dealing with the manuscripts of the Duke of Buccleuch and the Earl of Denbigh. As regards Ireland, we are told that the seventh volume of the report on the papers of the Marquis of Ormonde, which was delayed by the sudden death of Mr. Litton Falkiner, the late inspector, is now proceeding satisfactorily in the hands of his literary executor, Mr. F. Elrington Ball. Forthcoming reports will also deal with the manuscripts of Mr. Finch, of Burley-on-the-Hill, those of the Dean and Chapter of Wells, and the municipal records of the City of Exeter.

Mr. H. C. Howard, of Greystoke, who, says the *Times*, for three years was vice-chairman and for eighteen years chairman of the Cumberland County Council, in returning thanks for his re-election, alluded to the tendency of modern legislation to cast more work and expense on the county councils. Medical inspection, he said, had cost the county £2,500. They were told they should receive a grant from the Imperial Exchequer, but, like many other promises held out by the Exchequer, it had been only one more delusion and snare. The Old Age Pensions Act cast duties upon them and did not make a provision for meeting the expense of carrying out those duties. Last year £66 was charged on the rates in this respect, but it was objected to, and the objection was under the consideration of the Local Government Board. He should not object much to work and expense, but he objected very much to the perpetual interference with local feeling by Government Departments. It was high time that a stand was made against this interference.

A French Assize Court judge, who likes to wear shabby clothes, was, says the *Daily Telegraph*, proceeding on a bicycle to a small town where he was to preside at a trial. He had put on his very oldest coat for the journey over a dusty country road. Two gendarmes were on the lookout for a man who had a weakness for the property of others. He had been described to them as tall, thin, with grey hair, fair moustache, and badly dressed. When the cyclist came in sight the gendarmes exchanged a knowing glance. This was their man. There could be no doubt. They stepped into the road and barred his way. "You are our prisoner!" they said. There was nothing for the judge to do but to allow himself to be escorted to the nearest town. "He the president of the Assize Court, indeed? We shall see!" muttered the gendarmes. At the gendarmerie, however, the judge was able to prove his identity in spite of his old clothes. It was then the turn for the gendarmes to feel ridiculous. But he accepted their apologies with good nature, and nobody would have known the story if he had not told it himself to his friends as an adventure that had greatly amused him.

The Lord Chief Justice, who is now quite convalescent, has left London for the Isle of Wight, where he will remain for the Easter recess.

In the House of Commons on Monday Mr. Hunt asked the Under-Secretary of State for Foreign Affairs whether, under the Declaration of London, all food-stuffs, except nuts, coming by sea to Great Britain during war in neutral ships would be subject to capture by an enemy's vessels; and whether similar food-stuffs, conveyed in neutral vessels and destined for the use of an enemy, would be immune from capture by British warships, provided that the cargoes they conveyed were consigned in the first instance to neutral ports.—Mr. McKinnon Wood said the answer to the first question was in the negative; food-stuffs are only conditional contraband, and conditional contraband is not liable to capture unless it is shown to be destined for the use of the armed forces or of a Government department of the enemy State. With regard to the second question, conditional contraband is not liable to capture on board a vessel bound for a neutral port, but the immunity does not depend on the place to which the cargoes are consigned, but on the destination of the ship.—Mr. Bowles: Is that answer founded on the assumption that the Declaration of London will come into force? Is it not a fact that the Declaration cannot come into force until ratified by Parliament?—Mr. McKinnon Wood: That is so, but the question is whether under the Declaration of London certain things take place.—Earl Winterton: Are we to understand that this matter is to be laid before Parliament at an early date?—Mr. McKinnon Wood: Yes, a promise has been given that before the ratification of the Declaration of London an opportunity will be given for discussing it in this House.

Court Papers.

Supreme Court of Judicature.

COURT OF APPEAL.

SUPPLEMENTARY LIST OF APPEALS FROM ALL DIVISIONS.

HILARY SITTINGS, 1910.

Set down to February 28th, 1910.

The Appeals or other business proposed to be taken will, from time to time, be announced in the Daily Cause List.

FROM THE KING'S BENCH DIVISION.

(Final and New Trial List.)

(Continued from p. 347.)

Watkinson v Wilson appl of deft from judgt of The Lord Chief Justice and Mr Justice Bray order of Divisional Court (set down Feb 2 1910)

Gilbert Wood v Wickhart appl of deft from judgt of Mr Justice Walton without a jury Middlesex (set down Feb 2 1910)

Norman v Wedekind appln of deft for judgt or new trial on appl from verdict and judgt at trial before Mr Justice Grantham and a special jury Middlesex (set down Feb 4 1910)

Collings and ors v Bentley & Sons appln of defts for judgt or new trial on appl from verdict and judgt at trial before Mr Justice Ridley and a special jury (set down Feb 7 1910)

In re the Arbitration Act 1889 Wallis Son & Wells v Pratt & Haynes appl of respnt from judgt of Mr Justice Bray on a special case (set down Feb 7 1910)

Burke v Ellison appln of plttf for judgt or new trial on appl from verdict and judgt at trial before The Lord Chief Justice and a special jury (set down Feb 8 1910)

West Kent Main Sewerage Board v The Assessment Committee of the Dartford Union and The Overseers of the Parish of Bexley appl of applt from judgt of The Lord Chief Justice and Justices Bucknill and Bray (set down Feb 11 1910) Same v Same and The Overseers of the Parish of Dartford appl of applt from judgt of The Lord Chief Justice and Justices Bucknill and Bray (set down Feb 11 1910) Same v Same and The Overseers of the Parish of Crayford appl of applt from judgt of The Lord Chief Justice and Justices Bucknill and Bray (set down Feb 11 1910)

In re an Arbitration between Walker and The Railway Passengers Assoc Co appl of Jane Walker from judgt of Mr Justice Bray on special case (set down Feb 14 1910)

Arbutnot Latham & Co v Kidd appl of deft from judgt of Mr Justice Hamilton without a jury Middlesex (set down Feb 14 1910)

Kirkwood v Wilson & East appl of plttf from judgt of Mr Justice Warrington (sitting as an additional Judge of the K.B. Div) without a jury Middlesex (set down Feb 14 1910)

Anderson v T Tilling ld and anr appln of defts Tilling for judgt or new trial on appl from verdict and judgt, at trial before Mr Justice Channell and a common jury, Middlesex (set down Feb 15, 1910)

Anderson v T Tilling ld appl of deft Jackson from same judgt (set down Feb 15, 1910)

- Standard Wire Co v Siddall & Hilton ld appln of plffs for judgt or new trial on appl from verdict and judgt, at trial before Mr Justice Bucknill and a special jury, West Riding of York (set down Feb 16, 1910)
- Bayley v Spencer appln of debt for judgt or new trial on appl from verdict and judgt, at trial before Mr Justice Ridley and a special jury, Middlesex (set down Feb 16, 1910)
- Goodwin v Clutterbuck appln of plff for judgt or new trial on appl from verdict and judgt, at trial before Mr Justice Grantham and a special jury, Middlesex (set down Feb 16, 1910)
- Saw v Whitcombe appl of plff from judgt of Mr Justice Channell, without a jury, Middlesex (set down Feb 17, 1910)
- Edelsten v H B Marinelli ld appl of debts for judgt or new trial on appl from verdict and judgt, at trial before Mr Justice Ridley and a special jury, Middlesex (set down Feb 17, 1910)
- Gooch v Reading Palace (Theatre) of Varieties ld appln of plff for judgt or new trial on appl from verdict and judgt, at trial before Mr Justice Grantham and a special jury, Reading (set down Feb 18, 1910)
- Tracey v A Hill & Co appl of plff from judgt of Mr Justice Channell, without a jury, Middlesex (set down Feb 18, 1910)
- Moel Tryvan Ship Co ld v A Weir & Co appl of plff from judgt of Mr Justice Bray, without a jury, Lancaster (set down Feb 18, 1910)
- Clement Motor Co ld v Wilkinson appl of debt from judgt of Mr Justice A T Lawrence, without a jury, Middlesex (set down Feb 22, 1910)
- Shrimpton v Hertfordshire County Council appln of debts for judgt or new trial on appl from verdict and judgt, at trial before Mr Justice Channell and a special jury, Hertford (set down Feb 22, 1910)
- Evans v Rival Granite Quarry Co ld (North and South Wales Bank ld, garnishees—Pitman, clmt) appl of plff from judgt of Justices Phillimore and Bucknill (set down Feb 23, 1910)
- Consolidated Nickel, Tin and Copper Co ld v Crompton & Co ld appl of plffs from judgt of Justices Phillimore and Bucknill (set down Feb 23, 1910)
- Board of Trade, Respts v The Employers' Liability Assce Corp'n ld Applts appl of debts from judgt of Mr Justice Phillimore on special case (set down Feb 23, 1910)
- Gordon v Chief Commr of the Metropolitan Police appl of plff from judgt of Mr Justice Warrington (sitting as an additional Judge of the K B Div) (set down Feb 23, 1910)
- In the Matter of R W Stead, asolr, &c and In the Matter of the taxn of costs appl of Stead and anr from judgt of Mr Justice Walton (set down Feb 24, 1910) In re same and same appl of A J Stead from judgt of Mr Justice Walton (set down Feb 24, 1910)
- Field v Vincent appl of plff from judgt of Justices Phillimore and Bucknill (set down Feb 24, 1910)
- Cusley v Enfield, Waltham and Cheshunt Land Property Investment Co appl of plff from judgt of Mr Justice Eve, sitting as an additional Judge of K B Div, without a jury, Middlesex (set down Feb 25, 1910)
- Sewell v Goyt Spinning Co ld appln of debts for judgt or new trial on appl from verdict and judgt, at trial before Mr Justice Walton and a special jury, Manchester (set down Feb 25, 1910)

FROM THE PROBATE, DIVORCE AND ADMIRALTY DIVISION (ADMIRALTY)

With Nautical Assessors.
(Final List.)

- Curran—1909—Folio 265 The Owners of the SS Ince Bark and her cargo v The Owners of SS Curran and her freight (damage) appl of debts from judgt of Mr Justice Bargrave Deane (set down Oct 27, 1909)
- Rookwood—1909—Folio 189 The Owners of the SS Young Fox re The Steamship Rookwood (damage) appl of plffs from judgt of the President (set down Nov 23, 1909)
- Chile—1909—Folio 494 The Owners of SS Aboukir v The Owners of Barque Chile and freight (damage) appl of debts from judgt of the President (set down Jan 8, 1910)
- The Owners of the Lightship Comet and ors v The Owners of the Hopper Barge W H No 1 and Owners of the Steam Tug Knight Errant (damage) appl of owners of Hopper Barge W H No 1, one of the debts, from judgt of the President (set down Jan 13, 1910)
- Portugal—1909—Folio 187 The Owners of Steam Ship Alberto Treves v Messageries Maritimes de France appl of debts from judgt of Mr Justice Bargrave Deane (set down Feb 24, 1910) (March 10)
- (Interlocutory List.)
- Urd—1909—Folio 392 Owners of Steamship Linhope v Owners of Steamship Urd (damage) appl of plff from order of Mr Justice Bargrave Deane (set down Feb 17, 1910)

FROM THE KING'S BENCH DIVISION.

(Interlocutory List.)

- In the Matter of an Arbitration between Messrs. Enoch & Sons, Proprietors of St. James' Hall and Vert Sinkins Concert Direction ld and In the Matter of the Arbitration Act, 1889 appl of Enoch & Sons from order of Mr. Justice Coleridge (set down April 8, 1908) (s o liberty to apply to restore)

- Grant & Sons v Pickfords ld appl of debts from order of Mr Justice Ridley (set down April 12, 1908) (s o liberty to restore)
- Pollak v Williams De Broe & Co appl of debt from order of Mr Justice Hamilton (set down Dec 29, 1909) (s o generally)
- Hope (Spinster) v District Messenger and Theatre Ticket Co ld appl of plff from order of Mr Justice A T Lawrence (set down Feb 3, 1910)
- La Societe Generale pour Favoriser, &c v Fothergill appl of debt from order of Mr Justice A T Lawrence (set down Feb 4, 1910)
- Smith's Advertising Agency v Leeds Laboratory Co appl of plffs from order of Mr Justice Walton, non-jury, Middlesex (set down Feb 7, 1910) part heard
- Pigeard v Luciani appl of plff from order of Mr Justice A T Lawrence (set down Feb 15, 1910)
- Boaler v Power and ors appl of plff B Boaler (in person) from order of Mr Justice A T Lawrence (set down Feb 15, 1910)
- Griffith v Edward Lloyd ld Same v Star Newspaper Co appl of debts from order of Mr Justice Jelf (set down Feb 17, 1910)
- Brown v Webb appl of debt from order of Mr Justice Jelf (set down Feb 23, 1910)
- W Gradwell & Co ld v The Northern Quarries ld appl of plff from order of Mr Justice Hamilton (set down Feb 25, 1910)
- International Sponge Importers ld v Lloyd's Bank ld appl of debts from order of Mr Justice Jelf (set down Feb 10)
- Jones v Stott and ors appl of plff from order of Mr Justice Hamilton (set down Feb 28, 1910) (March 3)

In re The Workmen's Compensation Acts, 1897 and 1906.

(FROM COUNTY COURTS.)

- Stanley v Rich appl of applicant from award of County Court (Somersetshire, Bridgwater) (set down Dec 10 1909)
- Hugo v R W Larkins & Co appl of respts from award of County Court (City of London) (set down Jan 5 1910)
- Starkey v Lowe appl of respt from award of County Court (Staffordshire, Longton) (set down Jan 21, 1910 (s o till after decision in House of Lords in Clover Clayton Case)
- Taff Vale Ry Co v Lane appl of respt from award of County Court (Glamorgan, Pontypridd) (set down Feb 9, 1910)
- Park v Owners of SS. Aislaby appl of respt from award of County Court (Northumberland, North Shields) (set down Feb 10, 1910)
- Leeds & Liverpool Canal Co v Hesketh appl of respt from award of County Court (Yorkshire, Leeds) (set down Feb 11, 1910) (s o March 7)
- Turner v Miller & Richards appl of respts from award of County Court (Lancashire, Salford) (set down Feb 11, 1910)
- Gold v Franklin appl of applicant from award of County Court (Middlesex, Whitechapel) (set down Feb 16, 1910)
- Shaw Savill & Albion Co ld v Long appl of respt from award of County Court (Lancashire, Liverpool) (set down Feb 17, 1910)
- Perry v Anglo-American Decorating Co appl of respt from award of County Court (Middlesex, Brompton) (set down Feb 25, 1910)
- Goodall and anr v Kramer appl of respt from award of County Court (Middlesex, Clerkenwell) (set down Feb 28, 1910)
- N.B.—The above list contains Chancery, Palatine and King's Bench Final and Interlocutory Appeals, &c., set down to February 28th, 1910.

Our attention is drawn to the Show cards now being issued by the Guarantee Society, of Birch-lane, suitable for waiting rooms, etc. We understand the Society will be happy to distribute these on application at their office.

Winding-up Notices.

London Gazette.—FRIDAY, March 18.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

- AJAX SANITARY CO, LTD.—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to B. W. Hunt, liquidator
- BESS GAS CO, LTD.—Petn for winding up, presented March 14, directed to be heard at the Court House, Church st, Brighton, at 12. Edwd. B. Wannop, Chichester. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 31
- DETA TRUST, LTD.—Creditors are required, on or before April 15, to send their names and addresses, and the particulars of their debts or claims, to Joseph Pasfield, 68-74, Palmerston house, Old Broad st. Evans & Co, Nicholas ln, solrs to liquidators
- DRAKE PROPERTIES, LTD (IN LIQUIDATION)—Creditors are required, on or before April 30, to send their names and addresses, and particulars of their debts or claims, to Christopher Percy Oswald, 140. Leadenhall st. Thorp & Saunders, Salisbury house, London Wall, solrs to liquidator
- PART BUNYAE SYNDICATE, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before April 5, to send their names and addresses, and the particulars of their debts or claims, to Geo. Thomson, 66, London Wall, liquidator
- ROBERT HINDLE & CO, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before April 20, to send their names and addresses, and the particulars of their debts or claims, to Frank Sharp Abbott, 61, Brown st, Manchester, liquidator
- SHEATHS SYNDICATE, LTD.—Creditors are required, on or before April 16, to send their names and addresses, and the particulars of their debts or claims, to Arthur P. Mason, 64, Berners st. Martin & Nicholson, Queen st, solrs to liquidator
- STAFFORD MOTOR SERVICES AND SUPPLY CO, LTD.—Creditors are required, on or before April 2, to send their names and addresses, and the particulars of their debts or claims, to George Dean, 9, St Mary's grove, Stafford, liquidator

London Gazette.—TUESDAY, March 22.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALFARAS & Co, LTD (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before April 30, to send in their names and addresses, and the particulars of their debts or claims, to Charles William Nasmith, 40, Brazennose st, Manchester, liquidator.

BEDFORD GUARDIAN PRINTING AND PUBLISHING CO, LTD—Petn for winding up, presented March 18, directed to be heard before the court at Shire Hall, Bedford, on April 7, at 11. Sharman & Trebwhay, Bedford, solors for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 6.

CATWIS, LTD—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to James W. Allen, 15, Coleman st. Poole & Robinson, solors for the liquidator.

CRATO, THOMSON & Co, LTD—Petn for winding up, presented March 17, directed to be heard before the court at John st, Sunderland, on April 27. Archer & Co, Stockton on Tees, solors for the petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 21.

EASTERN AND AFRICAN COLD STORAGE SUPPLY CO, LTD (IN LIQUIDATION)—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to Joseph Albert Riley, care of Eastern and African Cold Storage Supply Co, Ltd, 13, St Helen's pl, London, liquidator.

FABURGTON & Co, LTD—Petn for winding up, presented March 21, directed to be heard April 6. Close & Co, 4A, Bloomsbury sq, solors to the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 5.

LION ENGRAVING CO (BLACKLEY), LTD—Creditors are required, on or before April 26, to send their names and addresses, and the particulars of their debts or claims, to Frank Herbert Barker, 20, Church st, Manchester.

MEXICAN OIL CORPORATION, LTD—Creditors are required, on or before April 30, to send in their names and addresses, and particulars of their debts or claims, to Gerald Steele, 20, Eastcheap, liquidator.

NATIONAL FURNISHING CO, LTD—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to John Poyner Curtis, 12, Carlisle rd, Brondesbury. Raphael & Co, solors for the liquidator.

RICE HAMILTON EXPLORATION SYNDICATE, LTD—Petn for winding up, presented March 17, directed to be heard April 6. Butn & Berridge, Old Broad st, solors for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 5.

TELEGRAPH PRINTING CO, LTD—Creditors are required, on or before April 18, to send their names and addresses, and particulars of their debts or claims, to Frank Herbert Goude, 39, Brazennose st, Manchester, liquidator.

ROBERT WOOD & Co, LTD—Petn for winding up, presented March 17, directed to be heard before the court at Maudslayi st, Bolton, on April 13, at 10. Fielding & Fernighough, Bolton, solors for the petner.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, March 18.

PARIT BUNTAR SYNDICATE, LTD.
BRITISH ROLLER SKATE AND ENGINEERING CO, LTD.
M. H. BRYER & Co, LTD.
DELTA TRUST, LTD.
WELLESLEY SYNDICATE, LTD.
RAILWAY GUIDES CO, LTD.
ROBERT HINDLE & Co, LTD.
BOROUGH MANUFACTURING CO, LTD.
ELECTRIC LAUNDRY, DYEING, AND CLEANING WORKS, LTD.
IRISH ELECTRIC THEATRES, LTD.
CHADLINGTON SHIRE HORSE CO, LTD.

London Gazette.—TUESDAY, March 22.

SELUKWE GOLD MINING CO, LTD (Reconstruction).
REINA COPPER CO, LTD.
SHIP LODGERS CO, LTD.
RUBBER AND GENERAL TRUST CO, LTD.
PACHA-BAGTCHIE BRICKFIELD CO, LTD.
MEXICAN OIL CORPORATION, LTD.
BOROUGH OF SHROEDITCH CONSTITUTIONAL CLUB CO, LTD.
RUSS GENERAL MINING SYNDICATE, LTD.
WM. PADLEY & SON, LTD.
RYLANDS LOUIS SYNDICATE, LTD (Reconstruction).

Creditors' Notices.
 Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, March 18.

WOOLLAN, BENJAMIN MINORS, Sherwood Park, Tanbridge Wells April 23 Woollan v Woollan, Joyce and Eve, JJ Webb, Devonshire sq

London Gazette.—TUESDAY, March 22.

ROBINSON, KATE, Lowestoft April 26 Wignore and Another v Robinson, Swinfen Easy and Neville, JJ Pritchard Bedford row

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, March 18.

ASHLEY, THOMAS, Haughton, Lanes, Labourer April 25 Drinkwater & Co, Hyde
ASHLEY, WILLIAM HENRY, New Oxford, Surrey April 30 Dearborough & Co, Queen st, Chapside
ATKINSON, WILLIAM, East Moseley April 30 Bloxam & Co, Lincoln's inn fields
BANFIELD, EMMA, Westbury on Trym, Bristol April 21 Parry, Bristol
BAURMAN, HILARY, Cavendish rd, Belham April 16 Blackman, Old Broad st
BEACH, GEORGE, Park Hill rd, Haverstock Hill, Wholesale Ironmonger April 23 Carr, Great Tower st
BURDER, EMMA LAURA, Braintree April 23 Rankin, Birmingham
BUTCHERS, HENRIETTA JANE, Ruskin rd, Tottenham April 11 Armitage & Armitage, King William st
CABLES, WILLIAM, Newcastle upon Tyne April 15 Mather & Dickinson, Newcastle upon Tyne
CAVENDISH, RICHARD COTTON, Brighton April 20 Leman & Co, Bloomsbury sq
CLERMONT, JOHN, Ombesley, Worcester, Gardener April 30 Tree, Worcester

DALE, JOHN, Croydon April 19 Marshall & Liddle, Croydon
DALE, MARY ANN, Croydon April 19 Marshall & Liddle Croydon
DANDY, REV RICHARD, West Kirby, Cheshire April 29 Woolcott & Co, West Kirby
DEVONON, DANIEL, Cavendish rd, Brondesbury April 30 Jennings, Kentish Town rd
DOLMAN, MARY ANN, Hampstead April 21 Barnard & Taylor, Lincoln's inn fields
DURN, JAMES HENRY, Dover, Licensed Victualler April 22 Mowll & Mowll, Dover
EYRE, FRANCIS ROBERT, Branksome Park, Bournemouth April 23 Birkham & Co, Parliament st
FISCHER, THOMAS JAMES HENRY BOWEN, Southsea April 30 Blake & Co, Portsmouth
FOREMAN, JOHN, South Shields April 30 Rennoldson, South Shields
FREEMAN, JOHN ELLIS, Hove, Sussex, Doctor April 18 Cockburn & Co, Hove
GRAHAM, CHARLES, son, Chadwell Heath Essex April 30 Gellatly & Son, Billiter st
GUNSTONE, BERNARD, Sharnow, Sheffield June 18 Broomhead & Co, Sheffield
HARDY, JOHN ROBERT, Morpeth, Northumberland March 31 Bainbridge, Morpeth
HILL, CLARA, Tierney rd, Streatham hill April 30 Sole & Co, Aldernbury
HONEY, JAMES, Plymouth, Monumental Mason April 30 Martyn, Plymouth
JONES, SARAH, Lower Braggington, Alderbury, Salop April 14 Harrisons & Winnall, Welshpool
KEMPNER, JACOB, Well st, Hackney April 28 Syrett & Sons, Finsbury pynnt
KIPPAX, JAMES, Redley Hallows, Lancs April 30 Whittingham, Burnley
LOUIE, JACOB, Queensdown rd, Hackney Downs April 30 Margetta & Co, Old st
MANKIEWICZ, GEORGE AUGUSTUS, Park st, Grosvenor sq, Stockbroker April 29 Pearce-Jones & Co, Bedford row
MARKER, CHARLOTTE, Stanstead rd, Forest Hill March 31 Rodd, East Stonehouse
MILSTED, ROBERT WILLIAM, Riverhead, Kent April 16 Rogers & Co, Victoria st
MINSON, HENRY, Green lanes, Stoke Newington April 22 Edwards & Co, Lawrence in Cheapside
NETTLEFORD, MARY MARIA, Campden hill April 30 Twist, Bloomsbury pl
NICHOLSON, WILLIAM YORK April 28 Shaftoe & Son, York
NORRIS, WILLIAM, Sutton Coldfield, Warwick April 30 Hooper & Ryland, Birmingham
NORTON, EDWIN CHARLES, Southend on Sea April 21 Smith & Sons, Weston super Mare
OSBORN, ANN, Newmarket April 6 Bendall & Sons, Newmarket
PARKER, MARIA ELIZABETH, Bristol April 19 Hobbs, Bristol
PERFECT, REV ARTHUR PEARSON, Lewes April 27 Clarke & Co, John st, Bedford row
PERCY, SYDNEY, Thorne, Soham, Cambridgeshire April 6 Eye & Ennon, Soham
LOUIE, JACOB, Queensdown rd, Hackney Downs April 30 Margetta & Co, Old st
PRINCE, MARGARET, Whyteleafe, Surrey April 30 Clifford & Co, Finsbury pavement
RAWLINSON, ABRAHAM CHREWICKS, Chipping Norton, Oxford, Solicitor May 4 Wilkins & Toy, Chipping Norton
ROBERTS, CHARLES DUNCAN, Bath April 18 Miles, Theobalds rd, Bedford row
ROGERS, PERCY, Bath May 4 Lovell & Co, Gray's inn sq
SABINE, ELIZABETH, Hove April 7 Fitzhugh & Co, Brighton
SMITH, FREDERICK, King's Heath, Worcester April 30 Pepper & Co, Birmingham
SOUTHWELL, CHARLES, Halesowen, Worcester, Gardener April 18 Homfrey & Co, Halesowen
STEPHENSON, ELIZABETH, Allendale Town, Northumberland April 20 LC & H K Lockhart, Eekham
STUART, HENRY, Monte Carlo April 28 Baileys & Co, Berners st
SUTCLIFFE, EDWARD, Cheadle, Chester May 6 Longbotham & Sons, Halifax
THOMSON, CARRIE, Lee, Kent April 18 Lawrence & Harvey, Bristol
TYCOBE, ARTHUR, Hume rd, Notting hill April 30 Field & Co, Essex st, Strand
TRAPP, HENRY VALE, Gipsy hill, Merchant April 30 Batham & Son, Gt Tower st
TURNER, ARTHUR, Beck row, nr Mildenhall, Suffolk, Beerhouse Keeper April 6 Bendall & Sons, Newmarket
VINTERS, JOHN, Boston, Lincoln, Fruit Merchant April 1 Marris & Co, Boston
WALKER, INGRAM BATHURST, Wimbledon April 23 Danning & Co, Honiton
WENNER, WILLIAM, Wembley April 30 Harman & Co, Gt Portland st
WESTBROOK, WALTER, London rd, Clapton, Estate Agent April 29 Beckingsale & Co, Stoke Newington rd
WHEELER, SARAH, Hastings April 33 Aston, Edgware rd

London Gazette.—TUESDAY, March 22.

BARKER, JAMES WHITTAKER, Blackpool April 30 Banks, Blackpool
BISHOP, THOMAS, Old Hill, Staffs April 5 Thomas & Co, Old Hill
BRANDRETH, EMMA, Devon Lawn, Wimbledon Park April 28 Field & Co, Lincoln's inn fields
BUSHELL, HUBERT, Handsworth, Staffs, Electro Plater May 1 James & Co, Birmingham
CAMPBELL, MATILDA FRANCES, Camberley, Surrey April 30 Tyler, Clement's inn
DAVIES, SARAH, Haverfordwest April 8 Williams, Haverfordwest
DEACON, RICHARD, Caversham, Oxford April 30 Pace & Cross, Clement's inn
DEACON, HENRIETTA, Caversham, Oxford April 30 Pace & Cross, Clement's inn
DELTA, THOMAS, Kent ter, Regent's Park April 22 Kingsford & Co, Essex st, Strand
DE NOAILLES, ANNA MARIA HELENA COMTESSE, Var, France May 17 Sharpe & Co, New et Carey st
DIXON, GEORGE, Heysham, Lancs April 20 Fawcett & Unsworth, Morecambe
FLANDERKA, CLARA EVELINE, St George's rd, Philico April 18 Jordan & Lavington, Chapside
GODSON, GEORGE RICHARD, Tenbury, Worcester April 28 Baileys & Co, Berners st
HARDY, THOMAS TABBOTT, Sheffield May 11 Farrar & Co, Manchester
HAYWARD, ELIJAH, Willenhall, Stafford April 7 Hall, Wolverhampton
HOWARTH, ALICE ANN, Bolton April 14 Monks & Co, Bolton
ISRAEL, ESTHER, Maida Vale April 30 Godfrey, Finsbury sq
JAVIS, MARY ANN, Moseley, Worcester April 24 Poinson & Evershed, Birmingham
JONES, EVAN HOPKIN, Shoe ln, Dairyman May 4 Lewis, Chancery in
KENNY, AGNES GOODRICH CATHERINE, Kensington Hall gdns, W Kensington April 25 Voules & Welch, Bishopsgate st Within
KILL, DAVID, Redhill April 25 Warburton, Gracechurch st
LANSFORTH, FREDERICK, Modbury, Devon, Solicitor April 18 Shelly & Johns, Plymouth
NEWBINGING, WILLIAM, Manchester, Oil Merchant April 18 Heywood & Co, Manchester
PRATT, GEORGE, Gravesend April 30 Martin, Gravesend
FULTZGER, ALBERT, Vienna April 17 Tatham & Lousada, Old Broad st
REVES, STAFFORD, Cheltenham May 8 Cartleton & Butlin, Birmingham
ROBERTS, ELIZABETH, WALLGRAVE, Redcliffe gdns, 8 Kensington April 30 Bannister & Reynolds, Basinghall st
SMITH, JOHN, Grimby, Fish Merchant April 22 Brown & Sons, Grimby
STRETTON, HENRY, Kegworth, Leicester April 30 Clifford & Clifford, Loughborough
TIMOTHY, FELIX FESTUS, King Henry's rd, Regent's Park April 30 Mayo & Co, Draper's rdms
WALTON, HENRY HAYNES, St Cloud Golant, nr Fowey, Cornwall May 10 Rye & Eyre, Golden sq
WARRINGTON, WILLIAM, Southport, Butcher May 3 Maudslay, Southport
WELCH, MARY ANN, Acacia rd, St John's Wood May 19 Lewis, Chancery in
WICHES, FREDERICK EDEY, Reading May 3 Lewis, Chancery in

The Property Mart.

Forthcoming Auction Sales.

April 10.—Messrs. DRIVER, JONES & Co., at the Mart, at 2: Freehold Property and Estate (see advertisement, back page, this week).
 May 9.—Messrs. JONES, LAW & Co., at the Mart, at 2: Freehold Investments (see advertisement, back page, March 19).

THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LTD.,

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1890.

Exclusive Business—Licensed Property.

SPECIALISTS IN ALL LICENSING MATTERS.

Upwards of 650 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation.

Suitable Insurance Clauses for inserting in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

Bankruptcy Notices.

London Gazette.—FRIDAY, March 18.

RECEIVING ORDERS.

ALLEN, JOHN, Barnsley, Paper Merchant Barnsley Pet Mar 16 Ord Mar 16
BLOOM, JOHN, Hutton, Derby, Builder Burton on Trent Pet Mar 15 Ord Mar 15
BOLTON, JOHN, Bootle, Lancs, Team Owner Liverpool Pet Mar 16 Ord Mar 16
BURGESS, HENRY, Melincroft, Neath, Glam, Labourer Neath Pet Mar 14 Ord Mar 14
DAVIS, WILLIAM HENRY, Walsall, Beerhouse Keeper Walsall Pet Mar 9 Ord Mar 9
DERENHAM, ARTHUR WILLIAM, Cowes, I of W, Photographer Newport Pet Mar 16 Ord Mar 16
DOUTHWAITE, THOMAS JACKSON, Field Head Farm, nr Hawkshad, Lancs, Farmer Kendal Pet Mar 16 Ord Mar 16
DURANT, CHARLES ALEXANDER FREDERICK, Harlow, Essex, Dairy Farmer Hertford Pet Feb 19 Ord Mar 16
ELECTRICAL AND GENERAL ENGINEERING, Gracechurch st, Electrical Engineers High Court Pet Jan 28 Ord Mar 15
ELLIS, WILLIAM CHARLES, Leicester, Electrician Leicester Pet Mar 14 Ord Mar 14
ENNIS, WILLIAM, Penguin, Glam, Baker Merthyr Tydfil Pet Mar 16 Ord Mar 16
FORD, JOHN HERBERT, Blandford, Dorset, Outfitter Dorchester Pet Mar 16 Ord Mar 16
GORE, MARY, Westbury on Tyne, Bristol Bristol Pet Feb 22 Ord Mar 14
HARRIS, ELIZABETH, Newcastle upon Tyne, Motor Builders Newcastle on Tyne Pet Mar 15 Ord Mar 15
HASKWELL, WILLIAM BERNARD, Cradley Heath, Draper Dudley Pet Mar 15 Ord Mar 15
HOLYFORD, HASTINGS, Chudleigh, Woldingham, Surrey Croydon Pet Dec 10 Ord Mar 15
HOLTBY, GEORGE BOWERBY, Parkgate, Yorks Sheffield Pet Mar 16 Ord Mar 16
HUDSON, FRANCIS HEDLEY, Leeds, Clothier Leeds Pet Mar 14 Ord Mar 14
HUNT, ALBERT, Garston, Lancs, Confectioner Liverpool Pet Mar 15 Ord Mar 15
KEBB, JOHN MILTON, Halifax, Solicitor Halifax Pet Mar 15 Ord Mar 15
LEADBETTER, ROBERT, Hazlemere Park, High Wycombe Aylesbury Pet Feb 4 Ord Mar 15
LEE, JAMES, Winslow, Bucks, Saddler Banbury Pet Mar 14 Ord Mar 14
MORRIS, PRYCE, Llandrindod Wells, Radnor, Cabinet Maker Newtowna Pet Mar 14 Ord Mar 14
OSINGS & HILL, Wolverhampton, Coal Merchants Wolverhampton Pet Mar 10 Ord Mar 15

OWEN, PAVCE HERBERT, South Benfleet, Essex, Farmer Chelmsford Pet Feb 11 Ord Mar 16
PENDAL, ALFRED EDWARD, Ipswich, Baker Ipswich Pet Mar 15 Ord Mar 15
PHIPPS, JOHN, King's Hill, Wednesbury, Baker Walsall Pet Mar 9 Ord Mar 9
POOLE, CHARLES JOHN, Oswestry, Butcher Wrexham Pet Mar 14 Ord Mar 14
POOLER, ROBERT TUNNICLIFFE, Sutton House, Forton, Staffs, Farmer Stafford Pet Feb 18 Ord Mar 14
REDSHAW, DAVID, West End, Frampton, Lincs, Farmer Boston Pet Mar 14 Ord Mar 14
ROBERTSON, WILLIAM ARTHUR, York, Manufacturing Confectioner York Pet Feb 7 Ord Mar 16
STRINGER, RICHARD THOMAS, Wolverhampton, Rope Manufacturer Wolverhampton Pet Mar 4 Ord Mar 16
TESARIA, ANTONIO MARIA, Sale, Chester, Merchant's Woollen Buyer Manchester Pet Mar 15 Ord Mar 15
THOMAS, SAMUEL, Seven Sisters, nr Neath, Glam, Collier Neath Pet Mar 15 Ord Mar 15
THOMPSON, ERNEST, St John st, West Smithfield, Caretaker High Court Pet Mar 16 Ord Mar 16
WALKER, THOMAS BAILEY, Haughton Green, Denton, Lancs, Farmer Ashton under Lyne Pet Mar 14 Ord Mar 14
WERNER, HENRY, Old Quebec st, Marble Arch, Doctor High Court Pet Mar 15 Ord Mar 15
WESTERN, OLIVER, Chelmsford, Valuer Chelmsford Pet Feb 25 Ord Mar 15
WHINNEY, HAROLD FIFE, Hounslow Barracks, Captain Brentford Pet Feb 3 Ord Mar 11
WYNN-BELLIS, H, Claverton st, Pimlico Croydon Pet Jan 4 Ord Mar 15

Amended Notice substituted for that published in the London Gazette of Mar 11:

PILET, HENRI FRANCIS LOUIS, Regent st, Director of the Cafe Royal High Court Pet Oct 19 Ord Mar 9

Amended Notice substituted for that published in the London Gazette of Mar 15:

SATURWELL, WALTER WILLIAM, Twickenham Brentford Pet Jan 15 Ord Mar 11

RECEIVING ORDERS RESCINDED.

CHARLETON, JOHN FOSTER, South Shields, Brassfounder Newcastle on Tyne Pet Nov 24, 1909 Rec Ord Dec 5, 1909 Resc Mar 14, 1910
HUDSON, JOHN WILLIAM, Pelaw, Durham Ship Draughtsman Newcastle on Tyne Pet Feb 15 Rec Ord Feb 15 Resc Mar 15

FIRST MEETINGS.

BASS, ELL LUTON, Hat Manufacturer Mar 30 at 12 Off Rec, The Parade, Northampton
BROWNE, CLAUDE, Whingate, Armley, nr Leeds, Grocer Mar 30 at 11 Off Rec, 6, Bond ter, Wakefield

EAST, JOHN ASHLEY, Haken, Milford Haven, Pembroke, Fish Buyer Mar 26 at 12.45 Off Rec, 4, Queen st, Carmarthen
ELECTRICAL AND GENERAL ENGINEERING CO, Gracechurch st, Electrical Engineers April 1 at 12 Bankruptcy bldgs, Carey st
GIBBINGS, ALFRED HORSWILL, Liverpool, Engineer Mar 30 at 12 Off Rec, 35, Victoria st, Liverpool
HARRIS, EDMUND, Sealand, Flint, Farmer Mar 30 at 12.30 Crypt chambers, Eastgate row, Chester
HIGGS, JOHN, West Gorton, Manchester, Grocer Mar 26 at 11 Off Rec, Byrom st, Manchester
HUDSON, FRANCIS HEDLEY, Leeds, Clothier Mar 31 at 11 Off Rec, 24, Bond st, Leeds
KELSO, ROBERT, Darlington, Labourer Mar 31 at 11.30 Off Rec, Court chambers, Albert rd, Middlesbrough
KEBB, JOHN MILTON, Halifax, Solicitor April 1 at 10.45 County Court, Prescott st, Halifax
LANGDON, WILLIAM, Dizzard, St Gennys, Cornwall, Farmer Mar 30 at 12 Off Rec, 12, Princes st, Truro
LAWRANCE, ALICE, and GEORGE ALFRED LAWRENCE, Ipswich, Mineral Water Manufacturers Mar 30 at 2 Off Rec, 38, Princes st, Ipswich
MIDDLETON, WALTER GEORGE, Acton April 6 at 12 14, Bedford row
PENDAL, ALFRED EDWARD, Ipswich, Baker Mar 30 at 11 Off Rec, 36, Princes st, Ipswich
PRITCHARD, CHARLES TITUS DAVID, High rd, Chiswick, Tailor April 7 at 12 14, Bedford row
REYNOLDS, GEORGE GENT, Wilton rd West, Acton Vale, Motor Cab Driver April 6 at 11 Bankruptcy bldgs, Carey st
ROBERTS, EDMUND, Southport, Motor Body Builder Mar 30 at 11 Off Rec, 35, Victoria st, Liverpool
SEED, WILLIAM, Dutton, nr Longridge, Farmer Mar 31 at 11 Off Rec, 13, Winckley st, Preston
THOMPSON, ERNEST, St John st, West Smithfield, Caretaker April 1 at 1 Bankruptcy bldgs, Carey st
WALKER, THOMAS BAILEY, Worth Farm, Haughton Green, Denton, Lancs, Farmer Mar 26 at 11.30 Off Rec, Byrom st, Manchester
WARD, ALBERT, Gt Grimsby, Labourer Mar 30 at 11 Off Rec, St Mary chambers, Gt Grimsby
WERNER, HENRY, Old Quebec st, Marble Arch, Doctor April 6 at 12 Bankruptcy bldgs, Carey st
WHITE, GEORGE, Creech Barrow, Bathpool, Somerset, Horseman April 5 at 3.30 10, Hammet st, Taunton
WHEAT, MARGARET, Carnarvon, Coal Merchant Mar 30 at 12.15 Crypt chambers, Eastgate row, Chester

ADJUDICATIONS.

ADAMS, C, Surbiton, Builder Kingston, Surrey Pet Feb 23 Ord Mar 15
ALLEN, JOHN, Barnsley, Paper Merchant Barnsley Pet Mar 16 Ord Mar 16
BAUER, JOSEPH AUGUSTUS, Gracechurch st, Electrical Engineer High Court Pet Jan 28 Ord Mar 16
BRADLEY, WILLIAM JAMES, Cullum st, Solicitor High Court Pet Jan 7 Ord Mar 14

LAW FIRE INSURANCE SOCIETY LTD.,

No. 114, Chancery Lane,

London, W.C.



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BURGESS, HENRY, Melincroth, Neath, Labourer Neath Pet Mar 14 Ord Mar 14
BURNAN, ROBERT, Hindhead, Surrey Guildford Pet Feb 2 Ord Mar 12
CANNON, ROBERT PRATT, Leytonstone, Coal Merchant High Court Pet Feb 8 Ord Mar 16
CHARTER, GEORGE WILLIAM, Blackheath, Kent, Commission Agent Greenwich Pet Oct 14 Ord Mar 15
CLAWES, JOSHUA GREGORY, Leicester, Hosiery Factor Leicester Pet Feb 9 Ord Mar 14
DARE, GEORGE, jun, and GEORGE MAW, Hinckley, Leicester, Hosiery Manufacturers Leicester Pet Mar 3 Ord Mar 16
DEBENHAM, ARTHUR WILLIAM, Cowes, I of W, Photographer Newport and Ryde Pet Mar 16 Ord Mar 16
DOUTHWAITE, THOMAS JACKSON, Field Head Farm, nr Hawkhead, Lancs, Farmer Kendal Pet Mar 16 Ord Mar 16
ELDER, WILLIAM CHARLES, Leicester, Electrician Leicester Pet Mar 14 Ord Mar 14
ENRIE, WILLIAM, Pengam, Glam, Baker Merthyr Tydfil Pet Mar 16 Ord Mar 16
FORD, JOHN HERBERT, Blandford, Dorset, Outfitter Dorchester Pet Mar 16 Ord Mar 16
HARR, JOHN WESLEY, Forest Gate, Essex, Coffee Extract Merchant High Court Pet Feb 16 Ord Mar 14
HARTMANN, JACOB, Andover rd, Holloway, Baker High Court Pet Jan 12 Ord Mar 16
HASKW, WILLIAM BENJAMIN, Cradley Heath, Staffs, Draper Dudley Pet Mar 15 Ord Mar 15
HUDSON, FRANCIS HEDLEY, Leeds, Clothier Leeds Pet Mar 14 Ord Mar 14
HURT, ALBERT, Garston, Lancs, Confectioner Liverpool Pet Mar 15 Ord Mar 15
HARRIS, ELIZABETH, Newcastle on Tyne, Coach Builder Newcastle on Tyne Pet Mar 15 Ord Mar 15
HOLTY, GEORGE BOWEN, Parkgate, Yorks Sheffield Pet Mar 16 Ord Mar 16
JOSEPH, EDWARD, New Cross rd, House Furnisher High Court Pet Feb 18 Ord Mar 16
KEES, JOHN MILTON, Halifax, Solicitor Halifax Pet Mar 15 Ord Mar 15
LEE, JAMES, Winslow, Bucks, Saddler Banbury Pet Mar 14 Ord Mar 14
MAHONEY, JACOB, Albany st yd, Piccadilly High Court Pet Nov 20 Ord Mar 16
MILWARD, JOHN GEORGE FREDERICK, Castle Donington, Leicester, Butcher Leicester Pet Mar 9 Ord Mar 14
MORRIS, PRYCE, Llandriddod Wells, Radnor, Cabinet Maker Newtown Pet Mar 14 Ord Mar 14
MYERS, WILLIAM, Spennyngor, Durham, Corn Merchant Durham Pet Mar 3 Ord Mar 15
OXBON, WILLIAM HILL FRANCIS JOHN, Wolverhampton, Coal Merchants Wolverhampton Pet Mar 10 Ord Mar 15
PENNAL, ALFRED EDWARD, Ipswich, Baker Ipswich Pet Mar 15 Ord Mar 15

PHIPPS, JOHN, King's Hill, Wednesbury, Baker Walsall Pet Mar 9 Ord Mar 9
PLANT, JOSEPH EDGERS, Uxbridge rd, Shepherd's Bush, Baker High Court Pet Mar 11 Ord Mar 15
POOLE, CHARLES JOHN, Oswestry, Butcher Wrexham Pet Mar 14 Ord Mar 14
REDSHAW, DAVID, West End, Frampton, Linco, Farmer Boston Pet Mar 14 Ord Mar 14
STEEL, EDGAR, Brighton, Accountant Brighton Pet Feb 16 Ord Mar 16
SWINDEN, CHARLES FRANCIS EDWARD, Queen Victoria st, Company Director High Court Pet Feb 14 Ord Mar 15
TEJERIA, ANTONIO MARIA, Sale, Chester, Merchants' Woolen Buyer Manchester Pet Mar 15 Ord Mar 15
THOMAS, SAMUEL, Seven Sisters, nr Neath, Glam, Collier Neath Pet Mar 15 Ord Mar 15
THOMPSON, ERNEST, St John st, West Smithfield, Caretaker High Court Pet Mar 16 Ord Mar 16
WALKER, THOMAS BALRY, Haughton Green, Denton, Lancs, Farmer Ashton under Lyne Pet Mar 14 Ord Mar 14
WENNER, HENRY, Old Quebec st, Marble Arch, Doctor High Court Pet Mar 15 Ord Mar 15

London Gazette.—TUESDAY, March 22.

RECEIVING ORDERS.

ADSHED, JOSHUA, Hyde, Chester, Coal Dealer Ashton under Lyne Pet Mar 18 Ord Mar 18
BLACKBURN, ARTHUR, Pontefract, Furniture Dealer Wakefield Pet Feb 24 Ord Mar 17
BOOTH, FRANK, Dudley, Worcester, General Dealer Dudley Pet Mar 18 Ord Mar 18
BROOK, ROBERT, Criggon Vicarage, Montgomery Shrewsbury Pet Mar 19 Ord Mar 19
DALE, ALICE AUGUSTA, Horsington, Lines Lincoln Pet Mar 2 Ord Mar 15
DAVIES, THOMAS, Abertillery, Hay Merchant Newport, Mon. Pet Mar 18 Ord Mar 18
DIXON, ALFRED CHARLES, Castle Elin, Durham, Window Cleaner Sunderland Pet Mar 17 Ord Mar 17
FORD, ELIZA KATE, Blandford, Dorset, Draper Dorchester Pet Mar 18 Ord Mar 18
FORD, SIDNEY, Blandford, Dorset, Taxidermist Dorchester Pet Mar 18 Ord Mar 18
FRIEND, WILLIAM MARK, Chatham, Tailor Rochester Pet Mar 19 Ord Mar 19
GARDNER, LEONARD JOSEPH, Kington, Notts, Baker Nottingham Pet Mar 17 Ord Mar 17
GENTRY, HERBERT, Spring Grove, Isleworth, Gt Yarmouth Pet Aug 16 Ord Nov 15
GILLOTT, WILLIAM LINDFIELD, Coleman rd, Camberwell, Slate Merchant High Court Pet Mar 17 Ord Mar 17
HARRIS, THOMAS, Whitland, Carmarthen, Commission Agent Pembroke Dock Pet Mar 18 Ord Mar 18
HARVEY, SYDNEY ALICE, Earlswood, Surrey, Schoolmistress Croydon Pet Mar 18 Ord Mar 18

HATVEY, GERALD A, Hamlet gdns, Ravenscourt Park High Court Pet Feb 19 Ord Mar 18
KIRKBY, JOHN WALTER, Leeds, Dairyman Leeds Pet Mar 18 Ord Mar 18
KNOTT, MIZA LOWE, Docking, Norfolk, Grocer Norwich Pet Mar 18 Ord Mar 18
LERVILL & CLAMP, Eastbourne, Tailors Eastbourne Pet Mar 7 Ord Mar 17
LUMB, ROBERT RICHARD, Crosland Moor, Huddersfield, Yorks, Manufacturer's Agent Huddersfield Pet Mar 18 Ord Mar 18
NIXON, ISAAC, Alderley Mills, nr Cheshire, Staffs, Miller Stoke upon Trent Pet Mar 16 Ord Mar 16
PINCHES, WILLIAM HENRY, Sparkbrook, Birmingham, Grocer Birmingham Pet Mar 19 Ord Mar 19
ROBERTS, LEWELYN, Seven Sisters, Glam, Bricklayer Neath Pet Mar 18 Ord Mar 18
ROBINSON, CHARLOTTE, Shirebrooks, Notts, Grocer Nottingham Pet Mar 18 Ord Mar 18
ROWE, WILLIAM HENRY, Pickering, Yorks Scarborough Pet Mar 18 Ord Mar 18
STANDING, ALFRED, Three Bridges, Sussex, Fishmonger Tunbridge Wells Pet Mar 18 Ord Mar 18
STEELE, FREDERICK, Poole, Baker Poole Pet Mar 16 Ord Mar 16
STERN, ARMAND, Lisle st, Leicester sq, Provision Merchant High Court Pet Feb 25 Ord Mar 17
STONE, WILLIAM, Llanelly, Ship Chandler Carmarthen Pet Mar 18 Ord Mar 18
STREET, HARRIETT, Thornton Heath, Surrey, Tobaccoist Croydon Pet Mar 18 Ord Mar 18
SUTTON, WILLIAM, Fish st hill, Fish Salesman High Court Pet Mar 18 Ord Mar 18
THOMAS, GEORGE HENRY, Bradford, Refreshment Caterer Bradford Pet Mar 18 Ord Mar 18
TREADWAY, GEORGE, New Oxford st, Commission Broker High Court Pet Jan 5 Ord Mar 17
WALLINGTON, E, Acton ln, Harlesden, Builders' Merchant High Court Pet Feb 3 Ord Mar 17
WHITE, WILLIAM COX, Pangbourne, Butcher Reading Pet Mar 18 Ord Mar 18
WILLIAMS, ALFRED EVAN, Matthewstown, Penrhiwceiber, Baker Pontypridd Pet Mar 16 Ord Mar 16
WRIGHT, ISAAC, Old Leake, Lancs, Farmer Boston Pet Mar 9 Ord Mar 18
WYNNIATT, CHARLOTTE HORTON, Cheltenham Cheltenham Pet Mar 16 Ord Mar 16

FIRST MEETINGS.

BLOOD, JOHN, Hutton, Derby, Builder Mar 31 at 12 Off Rec, 47, Hall st, Derby
BOUTROY, HENRI MARC ADRIEN, Twickenham, Tailor April 6 at 3 14, Bedford row
BULLIVANT, FRANK, Chaddle Hulme, Cheshire, Builders' Merchant Mar 30 at 3.15 Off Rec, Castle chambers, 6, Vernon st, Stockport

BURGESS, HENRY, Melincroth, Neath, Glam, Labourer Mar 30 at 11 Off Rec, Government bldgs, St Mary's st, Swansea

CROFT, JOHN, Walkerth, Lincs, Builder Mar 31 at 11 Off Rec, 10, Bank st, Lincoln

CUFF, WALTER SYDNEY, Banbury, Woollen Manufacturer April 1 at 3 Bankruptcy bldgs, Carey st

DALE, ALICE AUGUSTA, Horsington, Lincs April 5 at 12 Off Rec, 10, Bank st, Lincoln

DAVIS, WILLIAM HENRY, Walsall, Beerhouse Keeper April 1 at 12 Off Rec, Wolverhampton

DERBHAM, ARTHUR WILLIAM, Cowes, Photographer April 2 at 1.15 Off Rec, 33A, Holyrood st, Newport I of W

EGAN, ROBERT ARTHUR, Dover April 2 at 10.15 Off Rec, 68A, Castle st, Canterbury

ELLIS, WILLIAM CHARLES, Leicester, Electrician April 1 at 12 Off Rec, 1, Berridge st, Leicester

ENNIS, WILLIAM, Fensall, Glam, Baker April 4 at 12 Off Rec, County Court, Townhall, Merthyr Tydfil

EVANS, HENRY, Beaupre, Brecknock, Collier Mar 30 at 11 Off Rec, 144, Commercial st, Newport, Mon

EVANS, SEBASTIAN, Cherry Barton, Molash, nr Canterbury April 4 at 11.30 Off Rec, 68A, Castle st, Canterbury

FORD, JOHN HERBERT, Blandford, Dorset, Outfitter Mar 31 at 1 Off Rec, City chmbrs, Catherine st, Salisbury

GILLOTT, WILLIAM LEVFIELD, Coleman rd, Camberwell, Slate Merchant April 5 at 11 Bankruptcy bldgs, Carey st

GORE, MARK, Westbury on Trym, Bristol Mar 30 at 11.30 Off Rec, 26, Baldwin st, Bristol

HARRIS, ELIZABETH, Newcastle on Tyne, Builder Mar 30 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne

HARVEY, SYDNEY ALICE, Earlswood, Surrey, Schoolmistress April 1 at 12 132, York rd, Westminster Bridge

HASKWY, WILLIAM BENARD, Smethwick, Staffs, Draper April 5 at 12 Off Rec, 1, Priory st, Dudley

HATY, GERALD A, Hamlet gdns, Ravenscourt Park April 5 at 13 Bankruptcy bldgs, Carey st

HOLFORD, HASTINGS, Chudleigh, Woldingham, Surrey Mar 31 at 11.30 132, York rd, Westminster Bridge

JERSON, ROBERT, Stockport, Foreman Pattern Maker Mar 30 at 2.45 Off Rec, Castle chmbrs, 6, Vernon st, Stockport

KIRKBY, JOHN WALTER, Leeds, Dairyman Mar 31 at 11.30 Off Rec, 24, Bond st, Leeds

LERWILL & CLAMP, Eastbourne, Tailors April 4 at 12 Off Rec, 4, Pavilion bldgs, Brighton

MORRIS, PRYCE, Llandrindod Wells, Radnor, Cabinet Maker April 6 at 10.30 1, High st, Newtown

NIXON, ISAAC, Adderley Mills, nr Cheddle, Staffs, Miller Mar 31 at 11 Swan Hotel, Stafford

OXLEY, JAMES, Denton, Barham Kent, Grazier April 2 at 10.30 Off Rec, 68A, Castle st, Canterbury

OXONS, WILLIAM, and FRANCIS JOHN HILL, Wolverhampton, Stafford, Coal Merchants Mar 31 at 3 Off Rec, Wolverhampton

PETER, WILLIAM, Launceston, Cornwall, Butcher Mar 31 at 11 7, Buckland ter, Plymouth

POOLER, CHARLES JOHN, Oswestry, Salop, Butcher Mar 31 at 4 Wynnstay Arms Hotel, Oswestry

POOLER, ROBERT TUNNICLIFF, Forton, Staffs, Farmer Mar 31 at 11.45 Swan Hotel, Stafford

POWELL, EDWIN, Chawnhill, Stourbridge, Worcester, Colliery Proprietor April 5 at 11 Off Rec, 1, Priory st, Dudley

REDGRAVE, DAVID, Frampton, Lincs, Farmer April 5 at 2.30 Off Rec, 4 and 6, West st, Boston

REEVE, FANNIE, Lowestoft Mar 30 at 2.30 Off Rec, 8, King st, Norwich

REYNOLDS, WILLIAM JOHN, Carbeal, Torpoint, Cornwall, Government Contractor Mar 31 at 3.30 7, Buckland ter, Plymouth

RIDOUT, PHILLIP ALBERT, Boys Hill, Holnest, Dorset, Farmer Mar 31 at 1.30 Off Rec, City chmbrs, Catherine st, Salisbury

ROBERTSON, WILLIAM ARTHUR, York, Manufacturing Confectioner Mar 31 at 3 Off Rec, Red House, Duncombe pl, York

SATCHWELL, WALTER WILLIAM, St Margaret's, Twickenham April 7 at 3 14, Bedford row

STANDING, ALFRED, Three Bridges, Sussex, Fishmonger April 4 at 11.15 Bridge Hotel, Broadway, Tunbridge Wells

STERLE, FREDERICK, Poole, Dorset, Baker Mar 30 at 2 100, High st, Poole

STERN, ARMAND, Lisle st, Leicester sq, Provision Merchant April 7 at 11 Bankruptcy bldgs, Carey st

STREET, HARRIETT, Thornton Heath, Tobaccoconist April 1 at 11.30 132, York rd, Westminster Bridge

SUTTON, WILLIAM, Fish at hill, Fish Salesman April 7 at 1 Bankruptcy bldgs, Carey st

THOMAS, GEORGE HENRY, Bradford, Refreshment Caterer April 2 at 11 Off Rec, 12, Duke st, Bradford

THOMAS, SAMUEL, Seven Sisters, nr Neath, Glam, Collier Mar 30 at 11.30 Off Rec, Government bldgs, St Mary's st, Swansea

TERADWAY, GEORGE, New Oxford st, Commission Broker April 6 at 1 Bankruptcy bldgs, Carey st

TRITTON, LOWELL, Watford, Herts, Oil and Colourman April 11 at 12 14, Bedford row

WALLINGTON, E, Lower pl Wharf, Harlesden, Builders' Merchant April 7 at 12 Bankruptcy bldgs, Carey st

WILLIAMS, ALFRED EVAN, Penrhwiweiber, Glam, Baker April 1 at 11 Off Rec, Post office chmbrs, Taff st, Pontypridd

WRIGHT, ISAAC, Old Leake, Lincs, Farmer April 5 at 2 Off Rec, 4 and 6, West st, Boston

WYNN-BELLIS, H' Claverton st, Pimlico Mar 31 at 12 132, York rd, Westminster Bridge

ADJUDICATIONS.

ASHHEAD, JOSHUA, Hyde, Chester, Coal Dealer Ashton under Lyne Pet Mar 18 Ord Mar 18

BLOOD, JOHN, Hutton, Derby, Builder Burton on Trent Pet Mar 15 Ord Mar 15

BOOTH, FRANK, Dudley, Worcester, General Dealer Dudley Pet Mar 18 Ord Mar 18

BORTHWICK, REGINALD, Kensington Palace mans, De Vere gdns High Court Pet Nov 25 Ord Mar 17

CAVE, ROWLAND CAVE BROWN, St Auvergne, Cheltenham Cheltenham Pet Feb 23 Ord Mar 17

CORE, ALFRED FENWICK, Plymouth, Retail Jeweller Plymouth Pet Jan 31 Ord Mar 18

COWLEY, ARTHUR, Palace rd, Streatham hill Wandsworth Pet Feb 28 Ord Mar 17

DALE, ALICE AUGUSTA, Horsington, Lincs Lincoln Pet Mar 2 Ord Mar 15

DAVIES, THOMAS, Abertillery, Hay Merchant Newport, Mon Pet Mar 18 Ord Mar 18

DIXON, ALFRED CHARLES, Castle Eden, Durham, Window Cleaner Sunderland Pet Mar 17 Ord Mar 17

FORD, EDNA KATE, Blandford, Dorset, Draper Dorchester Pet Mar 18 Ord Mar 18

FORD, SIDNEY, Blandford, Dorset, Taxidermist Dorchester Pet Mar 18 Ord Mar 18

FRIEND, WILLIAM MARK, Chatham, Tailor Rochester Pet Mar 19 Ord Mar 19

GARDNER, JOHN HENRY, West Mersea, Essex, Auctioneer Colchester Pet Dec 10 Ord Feb 26

GARDNER, LEONARD JOSEPH, Kidlington, Notts, Baker Nottingham Pet Mar 17 Ord Mar 17

GIBBINGS, ALFRED HORNSWILL, Liverpool, Engineer Liverpool Pet Feb 9 Ord Mar 17

GREENE, WILLIAM FRIESE, Brighton, Photographer Brighton Pet Jan 7 Ord Mar 18

HARRIES, THOMAS, Whitland, Carmarthen, Commission Agent Pembroke Dock Pet Mar 18 Ord Mar 18

HARVEY, SIDNEY ALICE, Earlswood, Surrey, Schoolmistress Croydon Pet Mar 18 Ord Mar 18

KIRKBY, JOHN WALTER, Leeds, Dairyman Leeds Pet Mar 18 Ord Mar 18

KNOTT, MIRZA LOWE, Docking, Norfolk, Grocer Norwich Pet Mar 18 Ord Mar 18

LUND, ROBERT RICHARD, Croxland Moor, Huddersfield, Manufacturer's Agent Huddersfield Pet Mar 18 Ord Mar 18

MACKAY, ANGUS, Birmingham, Draper, Birmingham Pet Jan 17 Ord Mar 17

MARLEY, CHARLES WILLIAM, Clacton on Sea, Wine Merchant Colchester Pet Feb 11 Ord Mar 17

NIXON, ISAAC, Adderley Mills, nr Cheddle, Staffs, Miller Stoke on Trent Pet Mar 16 Ord Mar 16

PICCHES, WILLIAM HENRY, Sparkbrook, Birmingham, Grocer Birmingham Pet Mar 19 Ord Mar 19

POOLER, ROBERT TUNNICLIFF, Forton, Staffs, Farmer Stafford Pet Feb 18 Ord Mar 18

REYNOLDS, WILLIAM JOHN, Carbeal, Torpoint, Cornwall, Government Contractor Plymouth Pet Feb 18 Ord Mar 18

ROBERTS, LLEWELYN, Seven Sisters, Glam, Bricklayer Neath Pet Mar 18 Ord Mar 18

ROBINSON, CHARLOTTE, Shirebrook, Notts, Grocer Nottingham Pet Mar 18 Ord Mar 18

ROWSE, WILLIAM HENRY, Pickering, Yorks Scarborough Pet Mar 18 Ord Mar 18

STANDING, ALFRED, Three Bridges, Sussex, Fishmonger Tunbridge Wells Pet Mar 18 Ord Mar 18

STEEL, FREDERICK, Poole, Dorset, Baker Poole Pet Mar 18 Ord Mar 16

STONE, WILLIAM, Llanelly, Carmarthen, Ship Chandler Carmarthen Pet Mar 18 Ord Mar 18

STREET, HARRIETT, Thornton Heath, Surrey, Tobaccoconist Croydon Pet Mar 18 Ord Mar 18

TACK, GEORGE, Walpole gdns, Gunnersbury, Cigar Manufacturer High Court Pet Feb 4 Ord Mar 17

THOMAS, GEORGE HENRY, Bradford, Refreshment Caterer Bradford Pet Mar 18 Ord Mar 18

WATSON, ALFRED JOHN, Horsley Heath, Tipton, Stafford, Grocer Dudley Pet Feb 21 Ord Mar 17

WESTON, OLIVER, Chelmsford, Valuer Chelmsford Pet Feb 25 Ord Mar 18

WHITE, WILLIAM COX, Fangbourne, Butcher Reading Pet Mar 10 Ord Mar 10

WILLIAMS, ALFRED EVAN, Mathewstown, Penrhwiweiber Glam, Baker Pontypridd Pet Mar 18 Ord Mar 18

WYNNIATT, CHARLOTTE HORTON, Charlton Kings, Cheltenham Cheltenham Pet Mar 16 Ord Mar 16

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